

KENTUCKY LEAGUE OF CITIES

EMPLOYEE HANDBOOK

3rd Edition



NOTICE

The *KLC Employee Handbook* does not create any contractual or other legal rights. The personnel policies contained in this Handbook do not alter the Kentucky League of Cities' at-will employment policy nor does it create an employment contract for any period of time. This Handbook and each of the policies it contains may be added to, terminated, or changed at any time by the Kentucky League of Cities.

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ABOUT THE *KLC EMPLOYEE HANDBOOK*

The purpose the *KLC Employee Handbook* is to establish a uniform system for managing personnel matters for all Kentucky League of Cities (KLC) employees. This Handbook and the policies it contains provide direction for you in the performance of your employment duties so that you can successfully contribute to the fulfillment of KLC's mission to "serve as the united voice of cities by supporting community innovation, effective leadership and quality governance."

The policies contained in this Handbook are designed to reinforce the core values of KLC. We believe that when you act in a manner consistent with KLC's core values in your employment activities, both you and the city members that we serve will prosper.

KLC's core values serve as the cultural foundation of the organization. They embody the spirit and collective conscience of KLC and its employees. Our core values describe how we fulfill our mission by representing the enduring ideals and principals that guide all of our actions.

We believe:

- Kentucky's cities play an essential role in shaping the future of the Commonwealth.
- Local decisions are best made at the local level.
- Our exceptional services and products help cities function effectively and enhance the quality of life within communities.
- Building and cultivating relationships with governments, organizations, and individuals furthers the mission of KLC.

We embrace:

- Customer service based on attentive listening and measured by timely and appropriate responses.
- Credibility built on a commitment to high ethical standards, accountability, competence, and non-partisanship.
- Teamwork and continuous learning that drives improvement and innovation.
- Caring and mutual respect that fosters a supportive working environment.

Regardless of your primary area of work concentration, whether it is with Insurance Services, NewCities, Financial Services, or any of the other numerous KLC programs, you are an employee of the Kentucky League of Cities. While each KLC employee has different responsibilities, job duties and departmental assignments in the organizational structure, employees are expected to work as a team toward the common goal of advancing the interests of Kentucky's cities. We are pleased you are part of the KLC family and hope you view your employment as an opportunity to help advance our local communities and thereby make the Commonwealth an even better place for future generations of Kentuckians.

GENERAL EMPLOYMENT POLICIES AND PRACTICES

CHAPTER I



GENERAL EMPLOYMENT POLICIES AND PRACTICES

1.01 – Administration of KLC’s Personnel System

- (1) KLC’s policies are applied and enforced by KLC’s supervisory employees, which includes the members of executive management, department directors and managers. KLC expects supervisory staff to use a coaching style of management to help foster a working environment where employees take the primary role in their own professional growth and development. Under this philosophy, supervisory employees should provide continuous feedback to their employees regarding performance and should address any potential infractions of these policies with employees immediately.
- (2) To ensure fairness and consistency in all personnel matters, KLC has designated the Director of Human Resources to be responsible for general oversight of KLC’s personnel system and for all centralized personnel matters such as the recruitment and selection of employees, revision of job descriptions, wage and salary schedules, administration of benefit programs, and maintenance of personnel records.
- (3) No department director, manager, or other employee shall conduct any interview for potential employment or internship, make any offer of employment or internship, or make any modifications to the compensation or benefits of employees without notification to the Director of Human Resources and compliance with the procedures established by the Human Resources Department. No department director, manager, supervisor, or other employee shall alter, suspend, or fail to enforce or adhere to the policies contained in this Handbook.

1.02 – Effect, Amendment, and Application of Handbook Policies

- (1) The *KLC Employee Handbook (3rd Edition)* is effective in governing all employee activities, procedures and benefits beginning on August 1, 2010. The provisions of this Handbook shall repeal and replace all previously adopted policies and procedures governing employment with KLC.
- (2) This Handbook and any of the policies and procedures contained herein are subject to change at the discretion of KLC. KLC may amend or terminate any policy or procedure contained in this Handbook at any time, with or without notice. However, KLC will endeavor to communicate any changes to all employees in a timely fashion.
- (3) The policies contained in this Handbook apply to all KLC employees regardless of their departmental assignment or primary responsibilities. These policies shall apply to all staff members designated as executive management staff, including the Executive Director/CEO. Provided, however, that these policies shall not supersede any written contract of employment entered into by the KLC Executive Board and the Executive Director/CEO. The Executive Director/CEO reports directly to the KLC Executive Board.

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1.03 – Employment At-Will

All KLC employees are at-will employees. This means there is no contract of employment, express or implied, and that either KLC or the employee is free to terminate the employment relationship at any time, with or without cause. KLC's at-will employment policy shall only be varied by a specific written agreement that is entered into and signed by the Executive Director/CEO and an individual employee. Therefore, nothing contained in this Handbook or any other document provided to employees shall be relied upon or interpreted to form a contract binding upon KLC regarding any benefit, policy, procedure, or other term or condition of employment.

1.04 – Equal Opportunity Employer

- (1) The Kentucky League of Cities is an equal opportunity employer. It is KLC's policy to afford equal employment opportunity to all qualified persons regardless of race, color, religion, age, sex, sexual orientation, national origin, disability, veteran or family status, an individual's status as a smoker or nonsmoker, or any other status or condition protected by applicable local, state or federal laws, except where a bona fide occupational qualification applies. KLC's commitment to be an equal opportunity employer extends to all of its employment and personnel practices, including job opportunities, promotions, pay and benefits, discipline, discharge, training, and other social and recreational activities sponsored by KLC.
- (2) The harassment, retaliation, coercion, interference, or intimidation of any employee due to that employee's race, religion, color, national origin, sex, sexual orientation, age, disability, veteran or family status, or because the employee is a smoker or nonsmoker is strictly forbidden. Any employee who experiences such treatment should report it immediately to his or her supervisor or other supervisory or management staff in accordance with Policy 5.04 of this Handbook.

1.05 – Americans With Disabilities Act (ADA)

- (1) KLC will offer equal employment opportunities for qualified individuals who may have a physical or mental disability, but who can still perform the essential job functions with or without reasonable accommodations. KLC will provide reasonable accommodations to individuals qualifying under ADA only when that accommodation does not create an "undue hardship" to KLC.
- (2) Any employee who feels he or she may need an accommodation in order to perform his or her job functions should notify his or her immediate supervisor. Because analysis under the ADA requires an open dialogue between the employee and the employer, the employee and the supervisor are encouraged to discuss the situation openly and involve the Director of Human Resources and other necessary staff as appropriate.



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1.06 – Violence in the Workplace

- (1) The safety and security of all employees is of primary importance to KLC. Threats, abusive behavior, or acts of violence against employees, citizens, or other individuals by anyone on KLC property or off KLC property while performing job duties related to KLC will not be tolerated. Actions of this nature will lead to referral to appropriate law enforcement agencies for arrest and prosecution. KLC employees who exhibit this type of behavior will be disciplined or discharged. KLC may take any necessary legal action to protect its employees.
- (2) Any person who makes threats, exhibits threatening behavior, or engages in violent acts on KLC premises shall be removed from the premises as quickly as safety permits and shall remain off KLC premises pending the outcome of an investigation. Any employee who makes threats, exhibits threatening behavior, or engages in violent acts while in performance of his or her employment duties shall be immediately suspended, pending the outcome of an investigation of the incident. Following investigation, KLC will initiate an immediate and appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved.
- (3) All employees are responsible for notifying KLC management personnel of any threats that they witness or receive or that they are told another person witnessed or received. Even without a specific threat, all employees should report any behavior they have witnessed that they regard potentially threatening or violent or which could endanger the health or safety of an employee when the behavior has been carried out on a KLC-controlled site or is connected to KLC employment or KLC business. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. KLC understands the sensitivity of the information requested and will respect the privacy of the reporting employee. KLC will endeavor to maintain the anonymity of a reporting party to the extent feasible for cooperation with appropriate law enforcement officials.
- (4) KLC prohibits the carrying of concealed deadly weapons by any individual, licensed or not, in any portion of a building owned, leased, or controlled by KLC. Employees violating this policy shall be subject to disciplinary measures up to and including discharge. Nothing in this Section shall preclude a sworn police officer and other law enforcement officers authorized to carry concealed weapons pursuant KRS 527.020 from carrying a concealed deadly weapon on KLC property.

1.07 – Employee Privacy Expectations

- (1) Notwithstanding issues addressed specifically in other provisions of this Handbook, employees can expect a reasonable degree of privacy in the contents of their work

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areas, including desks, files, closets, computers and similar locations. However, when an employee is absent or otherwise unavailable, KLC may seek out, for a legitimate business purpose, material believed to be contained in those work areas.

- (2) Supervisors may examine work area contents or listen to employee communications of their subordinate employees for the purpose of ascertaining or evaluating the quality and/or quantity of an employee's work.
- (3) The contents of work areas may be subject to search where there is a reasonable cause to believe there is a violation of these policies or evidence of a violation of any local, state, or federal law. Searches of work areas for this reason may only be conducted with the consent and involvement of the Executive Director/CEO or General Counsel.

1.08 – Disciplinary Practices/Procedures

- (1) KLC operates using a management philosophy that seeks to coach employees in order to elicit desired behaviors and motivate and influence employees to perform their best to achieve both organizational and personal goals and objectives. This philosophy of management seeks to encourage employees to change problem behavior rather than focusing on punitive measures as a solution. In some instances coaching may fail or may be an unsuitable response to an offense. In these instances, KLC management personnel may use the following disciplinary procedures, depending on the severity or frequency of the offense or problem behavior. Management may use any of these disciplinary methods at any time, and this list does not require a progressive disciplinary methodology be employed by supervisors.
 - (a) Verbal warning or reprimand/coaching or counseling by a supervisor;
 - (b) Written reprimand/counseling by a supervisor;
 - (c) Career decision days, or suspension with pay;
 - (d) Suspension without pay;
 - (e) Demotion and/or reduction in pay; or
 - (f) Termination of employment.
- (2) The supervisor shall notify the Director of Human Resources to initiate use of the disciplinary procedures in (c), (d), (e), or (f) in Section 1 of this policy. The Director of Human Resources shall be responsible for informing and involving the appropriate executive management and legal staff.
- (3) Supervisors using the disciplinary procedures outlined in Section 1 of this policy shall:
 - (a) Document any disciplinary coaching session or conference conducted for the purposes of correcting behaviors that are in violation of the policies contained

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in this Handbook or are conducted with the intent to correct reoccurring issues related to employee performance; and

- (b) Provide a copy of any written documentation related to the use of disciplinary procedures to the Director of Human Resources for placement in the employee's personnel file.

1.09 – Personnel Records, Job References, and Maintenance of Personal Information

- (1) The Director of Human Resources shall maintain personnel files on all KLC employees. An employee may examine his or own personnel file by requesting access from the Director of Human Resources.
- (2) All requests for job references and inquiries regarding an individual's employment with KLC shall be forwarded to the Director of Human Resources for appropriate response. The Director of Human Resources may permit the employee receiving the request to respond but shall review any response before it is finalized. This Section shall not prohibit an employee from being listed as a reference for an individual.
- (3) Each employee shall notify KLC of any change in personal information, such as address, marital status, birth or adoption of children, change in emergency contact information by submitting KLC-HR Form 14 to the Director of Human Resources. Changes of personnel information may impact benefit and insurance plans, and the Director of Human Resources shall ensure that any of these changes are communicated to other appropriate personnel.

1.10 – Email to Constitute Written Notice and Written Permission

Unless a specific KLC-HR Form is required under a policy, employees and immediate supervisors may use electronic mail (email) messages to satisfy policies that require written notification or written permission. It shall be the responsibility of employees and supervisors to retain email messages used for this purpose for a period of one (1) year.

1.11 – Definition of "Affiliated Organizations"

As used in the policies contained in this Handbook, the term "affiliated organization" shall mean any organization that is staffed, managed, or administered by KLC, including Kentucky League of Cities Insurance Services (KLCIS), Kentucky League of Cities Insurance Agency (KLCIA), Kentucky League of Cities Municipal Finance Corporation, Kentucky League of Cities Funding Trust, NewCities Institute, Kentucky League of Cities Premium Finance Company, Kentucky School Boards Insurance Trust (KSBIT), and the Kentucky Bond Corporation.



COMPENSATION AND PAYROLL PRACTICES

CHAPTER 2



COMPENSATION AND PAYROLL PRACTICES

2.01 – Hours of Operation and Work Schedules

- (1) Normal office hours are Monday through Friday, 8:30 a.m. until 5:00 p.m. Office hours may be modified due to conferences, trainings, evening meetings and other similar functions, or when weather or other circumstances require.
- (2) The work schedule of the individual employee will be established by the employee's department director or immediate supervisor in a manner that is consistent with the needs of the KLC membership. The work schedule may be modified on a temporary basis when necessitated by workload or other work-related factors. A supervisor that establishes a permanent work schedule for an employee that deviates significantly from the normal KLC office hours shall provide notification and details regarding the modified work schedule to the Director of Human Resources.

2.02 – Employment Types and Classification

- (1) As used in this Handbook, the terms below shall have the following meanings:
 - (a) "Full-time employee" is an employee who is normally scheduled and expected to work a minimum of thirty-seven and one-half (37.5) hours each workweek and has an indefinite term of employment.
 - (b) "Part-time employee" is an employee who is normally scheduled and expected to work less than thirty-seven and one-half (37.5) hours in a single workweek, averages less than one hundred (100) hours of work in a calendar month, and has an indefinite term of employment.
 - (c) "Temporary employee" is an employee who is hired and works for a definite period of time. Generally, a temporary employee will be employed for a period of one (1) year or less.
 - (d) "Intern" is an individual who works in a internship position approved by the Human Resources Department for one (1) period not to exceed twenty-six (26) weeks. The position may be paid or unpaid, as designated by the department director in consultation with the Director of Human Resources. To be eligible for KLC internship positions, the individual must have completed his or her sophomore year at an accredited college or university and must have declared his or her major prior to the start of the internship.
- (2) All employment positions with KLC are classified as exempt or nonexempt for purposes of determining whether overtime compensation is due to the employee for hours worked in excess of forty (40) in a single workweek. The classification of positions as "exempt" or "nonexempt" is based on applicable state and federal laws and regulations. Classifications of positions are reviewed by the Human Resources Department in consultation with legal staff at the time of position creation or modification and on an annual basis to ensure legal compliance. As used in this Handbook, the terms below shall be accorded the following meanings unless specifically stated otherwise:

COMPENSATION AND PAYROLL PRACTICES

- (a) "Nonexempt employee" is an employee in a position with duties, responsibilities, and/or compensation that requires overtime compensation for any time worked in excess of forty (40) hours in any workweek pursuant to the Fair Labor Standards Act and Kentucky law. The additional overtime compensation for nonexempt employees is calculated under KLC's Overtime Compensation Policy established under Policy 2.04 of this Handbook.
- (b) "Exempt employee" is a salaried employee in a position with duties, responsibilities, and/or compensation that renders the employee exempt from the overtime requirements of the Fair Labor Standards Act and Kentucky wage and hour laws. An exempt employee is not eligible for additional compensation for working in excess of forty (40) hours in a workweek under KLC's Overtime Compensation Policy established under Policy 2.04 of this Handbook.

2.03 – Workweek Defined and Pay Periods

- (1) A single workweek is a period of seven (7) consecutive twenty-four (24) hour periods. KLC's workweek begins at 8:30 a.m. each Wednesday and ends at 8:30 a.m. on the following Wednesday.
- (2) The KLC pay period shall consist of two (2) single workweeks. KLC employees shall receive their hourly or salaried wages biweekly (26 pay periods per year). All employees will be paid by direct deposit to the employee's bank account. Payday shall occur on the second Friday after the end of a pay period.

2.04 – Overtime Compensation Policy

- (1) "Overtime" means any time worked by a nonexempt employee in excess of forty (40) hours in any single workweek.
- (2) KLC is required under the Fair Labor Standards Act and Kentucky wage and hour law to pay overtime wages to a nonexempt employee if the employee works more than forty (40) hours in a single workweek. Overtime wages shall be calculated at a rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. A salaried employee's regular hourly rate of pay will be calculated by dividing the annual salary by the annual hours (annual hours = 37.5 hours per week x 52 weeks = 1950 hours per year).
- (3) A nonexempt employee must be authorized orally or in writing by the employee's immediate supervisor or department director prior to the employee's performance of any work that would result in overtime. The employee shall verify that his or her electronic time record accurately reflects any overtime worked as required under Policy 2.06 of this Handbook. Any employee who works overtime without prior authorization or fails to properly report overtime work shall be subject to disciplinary action.



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- (4) KLC and the employee's immediate supervisor or department director may require any nonexempt employee to take time off during any workweek that the employee has worked or will work more than 37.5 hours in order to minimize overtime costs.
- (5) Exempt employees are not eligible for overtime compensation.

2.05 – Compensatory Time

- (1) "Compensatory time" or "comp time" means any time worked by a nonexempt employee in excess of 37.5 hours and less than forty (40) hours in a single workweek.
- (2) When a nonexempt employee works more than 37.5 hours in a workweek, but less than 40 hours, the time worked between 37.5 and 40 hours will be treated as compensatory time and shall accrue on an hour-for-hour basis as paid compensatory leave time for the employee.
- (3) A nonexempt employee shall receive authorization orally or in writing from the employee's immediate supervisor or department director prior to the employee's performance of any work that would result in compensatory time. The employee shall record any compensatory time worked on his or her electronic time record as required under Policy 2.06 of this Handbook. Any employee who works compensatory time without prior authorization or fails to properly report compensatory time shall be subject to disciplinary action.
- (4) At no time shall a nonexempt employee accrue or be permitted to accrue more than 37.5 hours of total compensatory time. The employee's immediate supervisor or department director may require the employee to use accrued compensatory time when the employee's total accrued time exceeds or is reasonably expected to exceed the maximum allowable amount.
- (5) A nonexempt employee shall receive advance approval from his or her immediate supervisor prior to the use of any accrued compensatory leave time by the submission of an Electronic Absentee Request Form in accordance with Policy 4.12 of this Handbook. Requests for use of compensatory leave time should be made as soon as possible to ensure minimum disruption to the work schedules and work flow of both the department and the organization.
- (6) Nonexempt employees shall be compensated for any accrued but unused compensatory leave time upon separation from employment. The nonexempt employee shall be compensated at the hourly rate earned by the employee at the time of the separation.
- (7) Exempt employees are not eligible to earn, accrue, or receive compensation of any sort for compensatory time. In general, exempt employees are expected to conform their work schedules to the hours established under Policy 2.01 of this Handbook. However, because of the nature of KLC's work, there will be situations where an

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exempt employee will be required to sustain a level of heightened work effort and make extraordinary time commitments. In these extraordinary situations, an exempt employee's department director or supervisor may make a written request for the employee to be awarded paid time off from work for more than one (1) full workday that will not be counted against the employee's other accrued paid leave balances. The Director of Human Resources shall, in consultation with the Executive Director/CEO and the employee's department director, determine the total amount of time to be awarded. The employee will be required to use any additional paid time awarded within thirty (30) days from the date on which the heightened work effort was concluded and shall report the use of the time by submitting an Electronic Absentee Request Form in accordance with Policy 4.12 of this Handbook.

2.06 – Electronic Time Records

- (1) Time records will be kept on all nonexempt employees to facilitate KLC's compliance with overtime pay requirements. Nonexempt employees shall submit electronic time records through completion of the electronic form available on the "My KLC" website. The electronic time record will reflect a single pay period consisting of two (2) workweeks. Time must be logged as the total number of hours actually worked each day, excluding meal periods. Any vacation, sick, compensatory leave time, or other paid leave time used by the employee must be recorded on the electronic time record. Electronic time records must be completed and submitted to the employee's supervisor no later than the Friday immediately following the end of the pay period on the preceding Wednesday. Supervisors shall review and approve or disapprove time records in a timely manner.
- (2) Except for the immediate supervisor of the employee, all employees are forbidden from entering any information on another employee's time record. An employee shall not falsify information on his or her own time record. Employees found to have violated this policy will be subject to discipline, up to and including discharge. Any errors discovered in an employee's time record shall be reported immediately to the employee's immediate supervisor, who will determine the manner and method of correcting legitimate errors.

2.07 – Meals and Rest Periods

- (1) Unless other arrangements are made with the employee's immediate supervisor in accordance with Policy 2.01 of this Handbook, all employees are expected to take an unpaid lunch period of one (1) hour each workday.
- (2) Employees are encouraged to schedule their personal breaks as work flow allows. The total time taken for personal breaks should not exceed ten (10) minutes during each four (4) hours worked. No reduction in compensation shall be made for time spent on personal breaks taken in conformance with this policy for either exempt or nonexempt employees.

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2.08 – Payroll Deductions

- (1) KLC will make all legally required deductions from an employee's gross pay in accordance with applicable legal requirements. When KLC must rely on information provided by the employee in order to make any legally required deduction, it is the sole responsibility of the employee to provide accurate and timely information to KLC.
- (2) Employees may request voluntary deductions be made from their gross pay, such as contributions to optional retirement plans. The employee shall obtain the appropriate form to request voluntary deductions from the Human Resources Department.
- (3) In accordance with the Fair Labor Standards Act, KLC prohibits improper deductions from the pay of exempt employees and will reimburse employees for any improper deduction. When an exempt employee has exhausted all paid leave, KLC may deduct for absences of one (1) or more full days for leave related to sickness, disability, unpaid disciplinary suspensions, or for other personal reasons. In addition, KLC may make either full or partial day deductions from the pay of an exempt employee during the first or the last week of employment when only part of the week is worked by the employee or for any unpaid leave taken in accordance with a legitimate absence under FMLA. Any exempt employee who believes that an improper pay deduction has been made shall immediately file a written complaint with the Director of Human Resources setting forth the dates, amounts, reasons, and any other information for the pay deduction. The Director of Human Resources shall take immediate action to investigate the issue and, if found to be an improper deduction, shall cause the employee to be compensated for the improper deduction within two (2) pay periods from the date the written complaint was filed.

2.09 – Base Salary and Salary Adjustments

- (1) The base salary for each employee who is not a member of executive management is determined in accordance with the KLC employee compensation program implemented by the Executive Director/CEO. The Executive Director shall be responsible for evaluating and establishing compensation for all employees who are not members of the executive management. The KLC employee compensation program shall be operated under the following conditions:
 - (a) Factors for establishing employee pay under the compensation program include, among other things, the skill and effort necessary for efficient and effective job performance; the degree of responsibility such performance demands; the conditions under which the job is performed; the employee's experience; length of employment; the employee's educational and professional achievements, including licensure and certifications; and what is being paid for similar jobs in the marketplace where KLC conducts its operations.
 - (b) In its endeavor to ensure fair and equal pay for all of its employees, KLC periodically adjusts base salaries and the salary ranges under its

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employee compensation program based upon professional market studies and pay analysis. KLC may make annual market or cost of living adjustments to the compensation of employees depending upon the availability of funds in the KLC budget.

- (2) The compensation for executive management personnel shall be established by the KLC Executive Board in accordance with the executive management compensation policy adopted by the KLC Executive Board.

History: Approved by the KLC Executive Board on June 25, 2010.

EMPLOYEE BENEFITS

CHAPTER 3



EMPLOYEE BENEFITS

3.01 – Health Insurance

- (1) All full-time employees are eligible for group health insurance for themselves and their dependents. Dependents are defined in the Certificate of Coverage. The effective date of coverage will be the first day of the month following the date of hire.
- (2) KLC will provide coverage for employees and their dependents up to a maximum amount, as determined by the KLC Executive Board and reflected in the annual budget. Specific information regarding health insurance plans available to employees should be obtained from the Human Resources Department or may be found on the “My KLC” website.
- (3) KLC will comply with federal regulations under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and any additional amendments designed to provide employees and eligible dependents with the opportunity to continue health insurance coverage at group rates where the coverage would otherwise cease, such as upon termination of employment, death of the employee, divorce, or a child ceases to be a qualified beneficiary. The premium for this continuation coverage shall be the sole responsibility of the employee or dependent, unless otherwise provided for by law. Coverage is not automatic and employees and/or their eligible dependants must make an affirmative election before coverage will begin. More detailed information regarding the continuation of health insurance coverage under COBRA may be obtained by going to the U.S. Department of Labor website at <http://www.dol.gov/dol/topic/health-plans/cobra.htm>.

3.02 – Dental Insurance

All full-time employees are eligible for dental insurance for themselves and their dependents beginning on the date of hire. KLC may provide the cost of dental insurance for each full-time employee. The employee may elect optional dependent coverage if the employee pays the additional cost for dependent or family coverage. Specific information about the KLC’s dental insurance plan is available from the Human Resources Department or on the “My KLC” website.

3.03 – Life and Disability Insurance

All full-time employees shall be provided life insurance and long-term disability insurance coverage for the duration of employment. Life insurance shall be effective on the first day of the calendar month following the date of hire. Long-term disability insurance shall be effective on the completion of thirty (30) days of active employment. Life and long-term disability insurance coverage shall be in the amount approved by the KLC Executive Board as reflected in the annual budget. Specific information about KLC’s life and disability insurance plans is available from the Human Resources Department or on the “My KLC” website.

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3.04 – Other Optional Benefit Programs

- (1) All full-time employees may participate in other optional benefit plans. Participation in these benefits is voluntary and the cost of the premium shall be paid by the employee. Benefits are subject to change, but may include:
 - (a) Accident Insurance
 - (b) Bridge Medical Insurance
 - (c) Cancer Insurance
 - (d) Critical Illness Insurance
 - (e) Life Insurance with a LTC Rider
 - (f) Vision Care Insurance
- (2) Specific information about all optional benefits plans is available from the Human Resources Department or on the “My KLC” website.

3.05 – Workers’ Compensation Insurance

- (1) KLC pays the entire amount of the workers’ compensation insurance premium that provides benefits to employees who experience injury or illness in connection with employment. Eligibility begins on the first day of employment. Workers’ compensation benefit entitlements are governed by state law. If employees have questions concerning their rights or benefit amounts, they should contact the Director of Human Resources.
- (2) If an employee is injured in connection with employment, regardless of the severity of the injury, the employee shall immediately notify his or her immediate supervisor or the Director of Human Resources, who will see to necessary medical attention and assist in the completion of any required reports, including KLC-HR Form 02. In any case of serious injury, employees are required to receive prompt medical attention by a physician authorized under KLC’s designated workers’ compensation plan. Employees and supervisors shall contact the Director of Human Resources to report all work-related accidents and injuries.

3.06 – Unemployment Compensation Insurance

Employees may be eligible for unemployment benefits upon termination of service with KLC. Unemployment rights, benefits and eligibility are governed by state law and can be explained by the state unemployment office. Unemployment compensation insurance premiums are paid for entirely by KLC.



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3.07 – Retirement Plans and Social Security

- (1) All full-time KLC employees that are hired after September 1, 2000, must participate in the County Employees Retirement System (CERS). CERS is a 401(a) qualified defined benefit pension plan that is operated by the Commonwealth of Kentucky. KLC contributes a percentage of each full-time employee's annual compensation to CERS. The percentage of compensation contributed by KLC is established each year by the Kentucky Retirement Systems Board of Trustees. In addition to the employer contribution, the employee is required to contribute five percent (5%) of annual compensation to CERS. Employees hired after September 1, 2008, are required to contribute six percent (6%) of their annual compensation to CERS. KLC will deduct employee contributions from employee paychecks each pay period for the purpose of making employee contributions.
- (2) Employees hired prior to September 1, 2000, had the option of continuing to participate in the ICMA retirement program or to elect participation in CERS. Employees who elected CERS coverage are governed under Section 1 of this policy. Employees who elected to remain with ICMA shall contribute five percent (5%) of their annual compensation and KLC will contribute ten percent (10%) of the employee's annual compensation.
- (3) In addition to the mandatory retirement plans, KLC offers its full-time employees the opportunity to voluntarily contribute, on a non-matching basis, to one or both of the following pension plans:
 - (a) International City Management Association (ICMA) 457 Plan - The ICMA 457 plan is a nonqualified deferred compensation plan operated by the International City Management Association Retirement Corporation.
 - (b) International City Management Association (ICMA) 401(a) Plan - The ICMA 401(a) plan is a qualified defined contribution pension plan operated by the International City Management Association Retirement Corporation.
- (4) KLC participates in the federal social security program and will contribute a percentage of salary, to the extent required by law, to the social security system for each employee.
- (5) Specific information about KLC's retirement plans should be obtained from the Human Resources Department or may be found on the "My KLC" website.

3.08 – Employee Education Reimbursement Policy

- (1) Subject to the constraints of the annual budget, KLC will endeavor to make individualized opportunities available to its employees for further development of specific skills and expertise deemed of mutual benefit to the employee and KLC. The continuing education assistance provided under this policy is intended to supplement



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staff development provided through seminars, workshops, conferences, and similar activities that are paid for by KLC.

- (2) All full-time employees who have completed at least one (1) year of continuous employment with KLC are eligible to receive continuing education assistance reimbursements up to a maximum of \$1,500 per fiscal year for tuition and instructional materials for approved educational activities.
- (3) All education and training courses for which reimbursement is requested must relate directly to the employees current job functions and responsibilities, or to job functions and responsibilities within the organization that the employee, in the view of management, will likely have the opportunity to undertake in the foreseeable future.
- (4) Continuing educational assistance funding shall be available only on a reimbursement basis, and only to the extent authorized in the KLC annual budget. Reimbursement will be made in accordance with the following schedule if the employee successfully completes the approved educational activity:
 - (a) 100% reimbursement will be granted for preapproved educational courses where the employee receives a letter grade of "A" in undergraduate or equivalent course work or the letter grade of "A" or "B" in graduate level course work. Further, 100% reimbursement is granted for preapproved educational course work where the class is graded on a pass/fail basis and the employee achieves a passing mark.
 - (b) 85% reimbursement will be granted for preapproved educational courses where the employee receives a letter grade of "B" in undergraduate or equivalent course work.
 - (c) 70% reimbursement will be granted for preapproved educational courses where the employee receives a letter grade of "C" in graduate level course work.
 - (d) 50% reimbursement will be granted for preapproved educational courses where the employee receives a letter grade of "C" in undergraduate or equivalent course work.
- (5) In the event that continuing education assistance funding for an individual employee exceeds \$500 in any year, the employee may be asked to enter into a contract with KLC for repayment of the funding provided in the event the employee terminates employment with KLC within a specified time after completion of the course work.
- (6) All requests for funding shall be submitted, in writing, to the employee's immediate supervisor. The request must include specific details of the proposed activity, cost, duration, and an assessment of the potential benefit to the employee and KLC. All requests for funding shall be made no later than thirty (30) days before the beginning of the requested activity. Exceptions may be made to the thirty (30) day period for course work where the total cost does not exceed \$300.

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- (7) Supervisors shall be responsible for reviewing the request, discussing it with the employee, and forwarding the request, along with the supervisor's recommendation, to the Director of Human Resources for final approval. Final decisions regarding continuing education assistance funding shall be made based on the relevance of the activity to the employee's job functions and responsibilities, the employee's workload, equity among staff members, seniority, and other factors that are deemed appropriate under the circumstances. Supervisors should consider these factors in making recommendations to the Director of Human Resources regarding the request.
- (8) Within sixty (60) days of the completion of an educational or training activity for which reimbursement is sought, the employee shall submit a written report to the employee's supervisor concerning the outcome of the activity. The report must include the transcript or other official documentation of grades achieved (if the activity is graded) and any other evidence of successful completion of the activity. The supervisor shall forward the report to the Director of Human Resources with any pertinent comments and recommendations regarding reimbursement.

3.09 – Length of Service Awards

In order to recognize the achievements and loyalty of its employees, it is the policy of KLC to give Length of Service Awards to its employees. Length of Service Awards will be given to those employees who reach their 10th and 20th employment anniversaries with KLC.

3.10 – Employee Parking

Subject to the constraints of the annual budget, KLC employees will be provided designated parking spaces or access to the Transit Center parking garage at no cost to the employee. Employees will be issued a parking card when necessary to provide access to the garage. Employees who lose parking cards will be required to pay for the cost of card replacement.

3.11 – Professional Licenses and Certifications

- (1) Certain positions of employment with KLC require the possession of professional licensure and certification. In general, KLC will cover all costs of examinations or renewal of licenses and certifications that directly relate to the employee's current position with KLC.
- (2) Employees shall notify their department director or immediate supervisor of any certifications and licenses that may be covered under this policy so that appropriate steps can be taken to include these costs in the annual departmental budget. An employee shall not expect KLC to pay or reimburse the employee for the cost of any examination, license or certification unless it has been approved in advance by the department director or the employee's immediate supervisor.

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- (3) An employee's supervisor shall make a determination as to the relevancy of the license or certification as it relates to the employee's current job functions or job functions that the employee is expected to undertake in the foreseeable future.



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CHAPTER 4

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4.01 – Holidays

- (1) All full-time KLC employees shall receive paid leave for the following eleven (11) holidays:
 - (a) New Year's Day
 - (b) Martin Luther King Day
 - (c) President's Day
 - (d) Memorial Day
 - (e) Independence Day
 - (f) Labor Day
 - (g) Thanksgiving Day
 - (h) Day after Thanksgiving
 - (i) Christmas Eve
 - (j) Christmas Day
 - (k) New Year's Eve
- (2) Unless otherwise designated by the Executive Director/CEO, paid holidays will be observed on the date of their actual occurrence. In the event that any of the holidays fall on a Saturday or Sunday, the Executive Director/CEO will designate alternative work days for the KLC employees to receive paid leave.

4.02 – Personal Leave Time

- (1) A full-time employee shall receive one (1) paid personal leave day (7.5 hours) each year, which may be used by the employee for any purpose. A newly hired employee that begins work with KLC after July 1 shall not receive a personal leave day until his or her first full calendar year of employment.
- (2) An employee shall not accrue personal leave time. All personal leave time shall expire at the end of the calendar year if not used.
- (3) An employee shall receive advance approval from his or her immediate supervisor prior to the use of any personal leave time by the submission of an Electronic Absentee Request Form in accordance with Policy 4.12 of this Handbook. Requests for use of personal leave time should be made as soon as possible to ensure minimum disruption to the department's and the organization's work schedule and work flow.
- (4) An employee shall not receive compensation for any unused personal leave time upon separation from employment.

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4.03 – Vacation Leave

- (1) All full-time employees shall receive paid vacation leave. Vacation leave shall be granted to an employee each calendar year on the following basis:
 - (a) A full-time employee shall receive 7.5 hours per month, or 90 hours per year, from the beginning of employment with KLC through the end of the seventh (7th) year of employment.
 - (b) A full-time employee shall receive 9.375 hours per month, or 112.5 hours per year, for the eight (8th) and ninth (9th) year of employment.
 - (c) A full-time employee shall receive 12.5 hours per month, or 150 hours per year, for the tenth (10th) year of employment and each year of employment thereafter.
- (2) Vacation leave begins to accrue on the first day of employment. For periods of less than one month, such as at the beginning or end of employment, vacation leave will accrue on a pro rata basis in minimum increments of one quarter (1/4) hour.
- (3) On January 1 of every year, each employee's vacation leave account will be credited with the full amount of the annual vacation leave due the employee for the ensuing year. Each pay period, the employee's vacation leave account will be debited for the amount of vacation leave actually used by the employee during the preceding period. If an employee ceases to be employed during the year, the employee must repay to KLC the amount of vacation leave used in excess of the leave that has actually accrued up to the date of termination. If possible, the value of the excess leave will be deducted from the employee's final pay check.
- (4) An employee shall receive advance approval from his or her immediate supervisor prior to the use of any vacation leave time by the submission of an Electronic Absentee Request Form in accordance with Policy 4.12 of this Handbook. Requests for use of vacation leave time should be made as soon as possible to ensure minimum disruption to the department's and the organization's work schedule and work flow. In no event shall an employee be permitted to take more than twenty (20) consecutive days of vacation leave without the express approval of the Executive Director/CEO.
- (5) An employee may carry over a maximum of 150 hours of accrued and unused vacation leave time to the next calendar year.
- (6) Upon termination of employment, an employee shall be paid for accrued and unused vacation leave time up to a maximum of 150 hours. The employee shall be compensated at the hourly rate earned by the employee at the time of the separation. The applicable hourly rate for both exempt and nonexempt employees shall be calculated as provided under Policy 2.04(2) of this Handbook.

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4.04 – Sick Leave

- (1) All full-time employees shall receive paid sick leave each calendar year in the amount of 7.5 hours per month, or 90 hours per year. Part-time employees, temporary employees, and interns shall not be eligible for paid sick leave.
- (2) Sick leave time begins to accrue on the first day of employment. For periods of less than one month, such as at the beginning or end of employment, sick leave will accrue on a pro rata basis in minimum increments of one quarter (1/4) hour.
- (3) On January 1 of every year, each employee's sick leave account will be credited with the full amount of the annual sick leave due the employee for the ensuing year. Each pay period, the employee's sick leave account will be debited for the amount of sick leave actually used by the employee during the preceding period. If an employee ceases to be employed during the year, the employee must repay to KLC the amount of sick leave used in excess of the leave that has accrued up to the date of termination. If possible, the value of the excess leave will be deducted from the employee's final pay check.
- (4) An employee may use sick leave for any one of the following reasons:
 - (a) To avoid jeopardizing the health of other employees; or
 - (b) Illness, disability, medical condition, or a medical or dental appointment of the employee or a member of the employee's immediate family necessitating the employee's presence. "Immediate family" shall mean the employee's spouse, child, mother, father, or other permanent members of the employee's household.
- (5) An employee using sick leave time shall notify his or her immediate supervisor as soon as possible of the need to use sick leave. For periods of leave longer than one (1) full day, the employee shall notify his or her supervisor of each separate day that leave will be used unless prior arrangements have been made.
- (6) Whenever an employee uses sick leave time, the employee shall submit an Electronic Absentee Request Form in accordance with Policy 4.12 of this Handbook. When possible, the employee shall submit the Electronic Absentee Request Form in advance of the leave. Otherwise, the employee shall submit the Electronic Absentee Request Form immediately upon return to work.
- (7) Notwithstanding the requirements for FMLA leave, a medical certification or physician's statement will generally not be required to return to work after the use of sick leave. However, an employee's immediate supervisor or department director may require medical certification or a physician's statement when there is a reasonable basis to believe the sick leave policy is being abused or the employee's length of absence exceeds three (3) full work days.

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- (8) An employee may carry over an accumulated maximum of 675 hours (90 days) of unused sick leave time to the next calendar year.
- (9) No employee shall be compensated for any accumulated and unused sick leave time upon separation from employment except as provided for in the County Employees Standard Unused Sick Leave Program. Information regarding this program may be obtained by contacting the Kentucky Retirement Systems office.

4.05 – Sick Leave Bank

- (1) In some situations, a KLC employee may experience a serious health condition which renders the employee unable to perform the essential functions of his or her job. These situations may require employees to be absent from work for extended periods of time, causing employees to exhaust all paid leave balances. Voluntary participation in the KLC Sick Leave Bank provides an opportunity for employees who exhaust paid leave balances for certain FMLA qualifying health conditions to receive additional paid leave time. Employees participating and qualifying for Sick Leave Bank time will be eligible to receive their normal rate of pay.
- (2) Any employee who wishes to participate in the Sick Leave Bank program shall sign and submit a Sick Leave Bank Registration Form (KLC-HR Form 03) within his or her first full month of employment or during an open enrollment period as designated by the Human Resources Department. The Human Resources Department will conduct an open enrollment period during January 1-31 of each year.
 - (a) By voluntarily participating in the Sick Leave Bank, the employee agrees to an initial donation at enrollment of fifteen (15) hours of sick leave time to the Sick Leave Bank.
 - (b) By voluntarily participating in the Sick Leave Bank, the employee agrees to mandatory assessments of 7.5 hours sick leave time each of the next three (3) years following enrollment. The first of these three (3) assessments shall occur on the first January following initial enrollment and shall reoccur in January for the next two years.
 - (c) By voluntarily participating in the Sick Leave Bank, the employee agrees to mandatory assessments of 7.5 hours of sick leave time within each two (2) year period beginning on the fifth January following enrollment. KLC executive management shall suspend these assessments if the balance of the Sick Leave Bank exceeds \$75,000 at the time when the assessment is scheduled to occur.
 - (d) By voluntarily participating in the Sick Leave Bank, the employee agrees to an emergency assessment of 7.5 hours sick leave time against his or her accrued sick leave balances in the event that the Sick Leave Bank balance falls below \$8,000. In no event will a participating employee be assessed during an emergency situation more than once during any three (3) year period and may

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only be assessed during an emergency situation a maximum of three (3) times during his or her participation in the Sick Leave Bank program.

- (3) An employee who wishes to terminate his or her participation in the Sick Leave Bank program shall submit a written notice of termination to the Human Resources Department during any period of open enrollment (January 1-31 of each calendar year). The employee's termination from the program shall become effective upon acceptance by the Director of Human Resources. The employee shall forfeit any previous donations and assessed time and shall not avoid any applicable assessments made during the open enrollment period in which the notice of termination is made.
- (4) Donations to the Sick Leave Bank will be converted to a dollar value based on the donator's hourly rate of pay. Leave withdrawn from the Sick Leave Bank will be in a dollar value based upon the applicant's hourly rate of pay.
- (5) A participating employee shall be eligible to receive time from the Sick Leave Bank under the following circumstances:
 - (a) The employee has exhausted all paid leave, including compensatory leave time, sick, vacation, and personal leave time;
 - (b) The employee or the employee's immediate family member is experiencing a serious health condition as defined by the FMLA. Employees are not eligible for Sick Leave Bank time for the birth or adoption of a child or placement of a child with an employee for foster care, unless the particular situation involves serious health complications. In addition, an employee who is absent from work due to a job-related injury covered by workers' compensation or is receiving payments under KLC's long-term disability plan, will not be eligible for Sick Leave Bank time during any portion of leave where the employee is receiving such payments. "Immediate family member" shall mean the employee's spouse, parent or child as defined by the FMLA; and
 - (c) The employee does not have a documented history of abusing the KLC sick leave policy in the previous twenty-four (24) months.
- (6) An eligible employee may receive paid leave time from the Sick Leave Bank for a maximum of six (6) weeks or 225 hours. An Employee's Sick Leave Bank withdrawal for the serious health condition of an immediate family member is limited to a maximum equal to any portion of FMLA leave that otherwise would be unpaid.
- (7) An employee wishing to use Sick Leave Bank time shall make a request to the Human Resources Department by submitting an Application for Use of Sick Leave Bank Time (KLC-HR Form 04) as soon as possible prior to the use of any Sick Leave Bank time. The Director of Human Resources and the employee's immediate supervisor may request additional documentation and certification to confirm that the serious health condition qualifies under this policy. The Director of Human Resources and the employee's immediate supervisor will ensure that all criteria of this policy are met

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before approving the application for Sick Leave Bank time. Nothing in this policy shall prohibit KLC from granting the time incrementally and requesting continuing documentation and certification of the employee's or the employee's immediate family member's serious health condition.

- (8) Any employee who has used a cumulative time of 225 hours or more from the Sick Leave Bank must reregister under the above provisions to participate in the Sick Leave Bank in the future. Employees are limited to a maximum of 450 hours in Sick Leave Bank time during their employment with KLC.

4.06 – Family Medical Leave Act (FMLA) Policy

- (1) The Kentucky League of Cities (KLC) is subject to the Family Medical Leave Act of 1993 (FMLA). In order to be eligible for FMLA leave, the employee must meet the following criteria:
 - (a) The employee must have been employed by KLC for at least twelve (12) months within the past seven (7) years prior to the leave; and
 - (b) The employee must have worked at least 1,250 hours during the twelve (12) month period immediately preceding FMLA leave. Any hours employees would have worked but for time spent in the military Reserves or National Guard shall be considered part of the 1,250 required hours.
- (2) Qualifying employees are eligible to take up to a maximum of twelve (12) weeks of job-protected leave from KLC in any rolling calendar year. A rolling calendar year consists of any twelve (12) month period measured backward from the start date of the requested leave. The leave may be paid, unpaid, or a combination of both, depending upon the employee's leave balances. Employees are entitled to twelve (12) weeks of leave for the following reasons:
 - (a) The birth or adoption of a child or placement of a child with the employee for foster care. The leave must be taken in the twelve (12) months immediately following the birth, adoption or placement of the child;
 - (b) To care for the employee's spouse, child, or parent who has a serious health condition;
 - (c) A serious health condition which renders the employee unable to perform the functions of his or her position; or
 - (d) To allow an employee to deal with a "qualifying exigency" relating to the military deployment of a spouse, child, or parent. A qualifying exigency includes:
 - 1. Short-notice deployment;
 - 2. Military events and related activities;
 - 3. Childcare and school activities;
 - 4. Financial and legal arrangements;

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5. Counseling;
 6. Rest and recuperation;
 7. Post-deployment activities; and
 8. Additional activities arising from the military duty, provided that the employer and employee agree that such leave shall qualify as an exigency and agree to the timing and duration of such leave.
- (3) Employees are entitled to twenty-six (26) weeks of leave within a twelve (12) month period to take care of an injured service member, who is their nearest blood relative. This also extends to include family members of veterans who were members of the Armed Forces (including the National Guard or Reserves) at any point in time within five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy. For purposes of calculating leave entitlement, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for the covered service member.
- (4) In any event where FMLA qualifying leave is foreseeable by the employee, the employee shall provide his or her immediate supervisor with advance notice of the leave request by submitting a FMLA Leave Request Form (KLC-HR Form 05). In many instances, the need for FMLA leave may not be foreseeable by the employee. In those instances, the employee's immediate supervisor or department director shall notify the Director of Human Resources so that KLC may designate the leave as FMLA qualifying for the employee.
- (5) KLC shall require the following information to be submitted in conjunction with a request for FMLA leave or where KLC has designated the leave as FMLA qualifying:
- (a) An FMLA Medical Certification Form (KLC-HR Form 06) will be required if FMLA leave is for the employee's own serious health condition or to care for a family member's serious health condition. Failure to provide the requested medical certification in a timely manner may result in denial of the leave until it is provided, including a reason for the delay. KLC, at its expense, may require an examination by a second health care provider designated by KLC if KLC has a reasonable question regarding the medical certification provided by the employee.
 - (b) KLC will require medical updates at least every thirty (30) days during an employee's FMLA leave through the submission of (KLC-HR Form 07).
 - (c) The first time an employee requests leave because of a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, KLC will require the employee to provide a copy of the covered military member's active duty orders or other military documentation which indicates the appropriate military status and the dates of the active duty status.
- (6) Employees must use any accumulated sick, vacation, personal time, compensatory leave time, or other paid leave to the extent available during the FMLA leave period,

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unless such leave is covered under workers' compensation, in which case the employee may only use accumulated leave time for the purpose of satisfying any waiting period. Absences in excess of the employee's total accumulated leave will be treated as leave without pay, except in situations where the employee is eligible for Sick Leave Bank time as provided under Policy 4.05 of this Handbook.

- (7) KLC will require employees returning from FMLA leave for a qualifying event related to the employee's serious illness to provide a medical release to return to work, (KLC-HR Form 08). Upon return from FMLA leave, the employee will be restored to his/her original or an equivalent position. If an employee fails to return at the end of FMLA leave, the employee will be considered to have voluntarily resigned his/her position with KLC.
- (8) KLC will maintain health care benefits for the employee while on FMLA leave, but the employee is responsible for paying the normal monthly contribution for any portion of leave that is unpaid. If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse the organization for the cost of premiums paid for maintaining coverage during the leave period. All other benefits cease to accrue during the unpaid portion of the leave.
- (9) It may be medically necessary for some employees to use intermittent FMLA leave. KLC will work with employees to arrange reduced work schedules or leaves of absence in order to care for a family member's serious medical condition or their own serious medical condition. Since leave taken because of the birth or adoption of a child must be completed within the twelve (12) month period beginning on the date of birth or placement of the child, FMLA leave taken for this purpose may not be taken intermittently.

4.07 – Bereavement Leave

- (1) All full-time KLC employees shall be eligible for paid bereavement leave in the event of death in the employee's immediate or extended family. Bereavement leave shall be granted on the following basis:
 - (a) An employee shall be authorized for up to one (1) workweek of paid bereavement leave in the event of death in the employee's immediate family. For the purposes of this paragraph "immediate family" shall mean the employee's parents, spouse, children, grandparents, grandchildren, brother, sister, spouse's parents, or anyone permanently residing with the employee.
 - (b) An employee shall be authorized for paid bereavement leave for up to one (1) full workday in the event of death of an extended family member of the employee. For purposes of this paragraph "extended family member" shall be limited to uncles, aunts, cousins, nieces, nephews, and spouse's immediate family, other than a spouse's parent.

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- (c) An employee may be eligible for up to one (1) day of additional paid bereavement leave for extenuating circumstances, such as for traveling long distances and making family arrangements. In addition, other special relationships may exist where the employee may be eligible for one (1) day of bereavement leave. In these instances, the employee should discuss the circumstance or the relationship with the employee's immediate supervisor, who shall grant or deny such requests in light of the workload, the employee's circumstances, and other pertinent factors.
- (2) Whenever the use of bereavement leave is necessary, the employee shall provide advance notice to his or her immediate supervisor and the employee shall submit an Electronic Absentee Request Form in accordance with Policy 4.12 of this Handbook. When possible, the employee shall submit the Electronic Absentee Request Form in advance of the leave. Otherwise, the employee shall submit the Electronic Absentee Request Form immediately upon return to work.

4.08 – Jury Duty and Court-Ordered Appearances

- (1) KLC encourages employees to fulfill their obligation as citizens when called to serve jury duty or to comply with a court or administrative subpoena. An employee that is required to attend jury duty or comply with a court or administrative subpoena during his or her regular working hours at KLC shall be paid his or her full salary for the period of such service. An employee involved in litigation or court proceedings as a plaintiff or petitioner or is not appearing before the court as a result of a duly issued subpoena shall not be eligible for the paid leave provided under the provisions of this policy but may be permitted to use annual or compensatory leave time for such absences as provided under Policy 4.03 or Policy 2.05 of this Handbook.
- (2) The employee must provide a copy of the summons or subpoena to his or her immediate supervisor as soon as possible after receiving such notice.
- (3) The employee shall submit Electronic Absentee Request Forms in accordance with Policy 4.12 of this Handbook showing the dates and times out of the office necessitated by the employee's service required by the court.
- (4) Any employee excused by the court during his or her normal working hours shall contact his or her immediate supervisor to determine if he or she will be required to work the remainder of his or her normal work schedule.

4.09 – Voting Leave

- (1) KLC encourages its employees to vote on Election Day. In order to facilitate efficient scheduling and management of the office workload, an employee shall request voting leave from the employee's supervisor, at least one (1) day in advance of the election date, or one (1) day in advance of the date on which the employee appears before the county clerk to request an application for or to execute an absentee ballot.

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- (2) The supervisor shall grant a reasonable period of voting leave (not less than four (4) hours, if specifically requested by the employee) for an employee who is qualified to vote and who has requested voting leave in accordance with this policy. The supervisor shall specify the hours during which the employee may be absent.
- (3) Prior to using voting leave, the employee shall submit an Electronic Absentee Request Form in accordance with Policy 4.12 of this Handbook showing the times the employee has been approved to be out of the office for voting leave.
- (4) An employee who requests and takes voting leave, but who fails to vote without an acceptable reason, shall be subject to disciplinary action.

4.10 – Military Leave

- (1) KLC will comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and the provisions of Kentucky Revised Statutes (KRS) 61.373 through 61.377 and KRS 61.394. USERRA grants military leave for employees and, in most cases, reinstatement rights regardless of whether the service is voluntary or involuntary.
- (2) As the laws change, or as interpretations of the laws change, military leave benefits for KLC employees may change accordingly. No attempt is made in this policy to cover all possible situations and circumstances that may arise when an employee is ordered to active duty. Therefore, as military leave situations arise, an employee should consult with his or her immediate supervisor or the Director of Human Resources for details regarding his or her military leave rights as a KLC employee.
- (3) Unless precluded by military necessity, an employee shall provide written notice to his or her immediate supervisor as soon as possible regarding the need for military leave.
- (4) All permanent employees involved in military service for the United States or the Commonwealth of Kentucky are eligible for a maximum of twenty-one (21) working days of military paid leave per federal fiscal year. An employee shall be entitled to military leave without loss of time, pay, regular leave, impairment of efficiency rating, or any other employment rights or benefits to which the employee is entitled.
- (5) During periods of military leave of two (2) years or less, the employee shall be paid a salary to supplement military compensation, so that the aggregate compensation received by the employee shall be no less than the employee's normal compensation for the period of military leave.

4.11 – Unpaid Leave of Absence

- (1) All employees with two (2) or more years of KLC employment are eligible to request an unpaid leave of absence.



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- (2) A request for a short-term leave of absence for a period of one (1) month or less shall be submitted in writing to the employee's department director or immediate supervisor. The department director or supervisor, in consultation with the Director of Human Resources, will decide whether to grant the leave request based on the reasons for requested leave and the needs of the department. If granted, the employee will not be compensated but will continue to receive all other benefits of employment during the duration of short-term leave.
- (3) A request for a long-term leave of absence for a period of more than one (1) month but less than one (1) year shall be submitted to the employee's department director or immediate supervisor. The department director or supervisor, in consultation with the Executive Director/CEO and the Director of Human Resources, will decide whether to grant the leave request and other terms of the leave depending upon the reasons for the requested leave and the needs of the department and KLC. If granted a long-term leave of absence, an employee will not be compensated and will not receive any other employee benefits provided by KLC. However, the employee may, subject to the terms and conditions of the specific plan, continue health, life, and disability insurance coverage, and retirement plan coverage, upon payment by the employee of the applicable contribution or premium during the period of the absence.

4.12 – Electronic Absentee Request Forms

- (1) Electronic Absentee Request Forms are available to employees on the "My KLC" website. When these forms are submitted by the employee, the form will be sent directly to the employee's immediate supervisor, who will be responsible for exercising managerial discretion in deciding whether to approve or deny the leave request.
- (2) Employees are required to submit an Electronic Absentee Request Form whenever any type of leave is requested or taken as outlined in the policies contained in this Handbook. The employee is required to provide the date and time of the leave. Employees are permitted to use any type of leave time in fifteen (15) minute increments.
- (3) Whenever possible, employees are required to submit an Electronic Absentee Request Form before the leave is taken. In the event that it is impossible or impractical for the employee to submit an Electronic Absentee Request Form prior to taking the leave, the employee shall submit the form immediately upon return to work. Any employee who takes leave time and fails to submit an Electronic Absentee Request Form shall be subject to disciplinary action.



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5.01 – Standards of Performance and Conduct

- (1) Each employee of KLC is a representative of the organization and its affiliates, both internally with co-workers and externally with members, contractors, business associates, affiliates, legislators and others. As a representative of KLC, each employee is expected to act professionally, honestly, ethically, courteously and with integrity in all business transactions and interpersonal interactions while at work or in any activity performed on behalf of KLC.
- (2) KLC expects all employees to conduct themselves in a professional, mature, and lawful manner. Employees must comply with established rules, regulations, policies, procedures, and directives. The failure to do so will ultimately result in disciplinary action. In an effort to avoid misunderstandings about the types of conduct that must be avoided, a non-exhaustive list of specific infractions is provided below purely for informational purposes as a general guide for employees:
 - (a) Unexcused tardiness;
 - (b) Unexcused and excessive absenteeism;
 - (c) Failure to perform an assigned task, to meet a deadline, or otherwise follow an instruction or directive;
 - (d) Insubordination;
 - (e) Misuse of leave time;
 - (f) Intentional or unintentional violations of the policies and procedures in this Handbook;
 - (g) Discourteous behavior toward the public or other employees;
 - (h) Theft or embezzlement of KLC or city property or assets;
 - (i) Use, possession, sale or transfer of illegal drugs, or being under the influence of illegal drugs in any manner that may impair the employee's ability to perform assigned duties or that may adversely affect KLC's business or reputation;
 - (j) Use of, or being under the influence of, alcoholic beverages during office hours;
 - (k) Personal behavior, whether on or off-duty, which is of embarrassment to KLC and likely to damage the public reputation of the organization, or which is injurious to the interests of fellow employees;
 - (l) Falsification of records;
 - (m) Invasion of another employee's privacy;
 - (n) Assault or fighting;

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- (o) Conviction of a serious criminal offense which jeopardizes or is injurious to KLC's property and security, its public reputation, or the interests of other employees, or which is incompatible with the due and faithful discharge of duties and responsibilities;
- (p) Sexual or nonsexual harassment;
- (q) Willful refusal to follow instructions, rules, regulations, policies, or to accept assignments; or
- (r) Horseplay or pranks which threaten the safety and security of the workplace or are offensive to other employees.

History: Approved by the KLC Executive Board on June 25, 2010.

5.02 – Dress Code

- (1) As representatives of KLC during working hours, it is important for employees to present a professional impression to members, vendors, coworkers and others. Clothing should be neat, clean, in good taste, and should not constitute a safety hazard. Employees are expected to maintain the highest standards of personal cleanliness and professional appearance during work hours and when representing KLC outside of normal working hours.
- (2) The minimum standard for dress by KLC employees is "business casual," although there are occasions or situations, such as member visits and board meetings, that require "business professional" attire. From time to time, these standards may be relaxed by management to allow employees to wear more casual clothing. Examples of such times include cleanup days, severely inclement weather, or when more casual clothing may be appropriate for the work to be done.

The following non-exhaustive list of guidelines distinguish between appropriate "business casual" attire and inappropriate attire:

Appropriate

Collared shirts
Knit shirts
Blouses
Sports jackets
Silk T-shirts
Sweaters
Dress slacks
Skirts
Pants/capri suits

Inappropriate

T-shirts
Sweatshirts
Sweatpants
Wind pants or other athletic apparel
Shorts
Tank tops
Halter tops
Extremely short skirts
Tube tops



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Appropriate

Dress khakis
Dress chinos
Dress corduroys
Dress capris

Inappropriate

Low-cut necklines (in front or back)
Leggings
Flip-flops
Beach-type sandals
Jeans (unless permitted)
Tennis shoes (unless permitted)
Bare feet/sock feet

- (3) An employee may be granted an exception to this policy by his or her department director or the Director of Human Resources for certain medical conditions.
- (4) An employee wearing inappropriate attire will be required to leave work to change into appropriate attire. An employee will not be compensated for the time he or she is away from work to change into appropriate attire.
- (5) An employee with questions regarding this policy should direct his or her inquiries to the Director of Human Resources.

5.03 – Substance Abuse/Fitness for Duty

Intoxication on the job will not be tolerated. Any employee under the influence of alcohol, nonprescription drugs, or any other intoxicating substance will be subject to immediate disciplinary action. Chronic substance abuse and its associated after effects that impair the employee's ability to perform work will be recognized by KLC as an illness and will be treated accordingly. An employee who is suspected of chronic substance abuse will be required to submit certification by a physician stating that the illness is being treated and/or that the employee is fit to perform the duties of the position. The employee will not be allowed to return to work until such certification is received. Management may require periodic updates on the employee's fitness and progress, as deemed necessary. If, however, the condition of the employee is perceived by management to be such that it jeopardizes the proper public image of KLC or may bring embarrassment or disgrace to city officials or member cities, the employee may be terminated.

5.04 – Sexual and Nonsexual Harassment

- (1) Sexual and nonsexual harassment of any kind is absolutely prohibited and will not be tolerated. Sexual and nonsexual harassment negatively affects morale, motivation, and job performance. It is inappropriate, offensive, and illegal.
- (2) Sexual harassment on the job is employment discrimination within the meaning of Title VII of the federal Civil Rights Act of 1964 and KRS Chapter 344. In general, sexual

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harassment means any unwelcome or offensive sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, either by a supervisor, fellow employee, or a person other than an employee who has contact with KLC employees. Sexual harassment is unacceptable and is prohibited at work and in work-related settings, such as business trips, business-related meetings, conferences, and employee-related social events. Behavior that constitutes sexual harassment includes, but is not limited to:

- (a) Deliberate, repeated, or unsolicited verbal comments, gestures, or physical actions of a sexual nature toward another employee.
 - (b) Approval, recommendation of, or refusal to take any personnel action with respect to an employee or applicant because of:
 - 1. the employee's or applicant's rejection of sexual advances, demands, favors, or sexual activity; or
 - 2. the employee's or applicant's report of a sexual advance or demand for sexual activity.
 - (c) Explicit or implicit promises of preferential treatment with regard to an individual's employment status in return for sexual favors or sexual activity.
 - (d) Exercise or attempted exercise of the power or authority of one's position to control, influence, or affect the career, salary, job, or other employment conditions of an employee or applicant in exchange for sexual favors.
 - (e) Repeated sexual jokes, flirtations, advances or propositions.
 - (f) Graphic verbal commentary about an individual's body, sexual prowess or sexual deficiencies.
 - (g) Leering, whistling, touching, pinching, assault, coerced sexual acts or suggestive, insulting or obscene comments or gestures.
 - (h) The display in the workplace of sexually suggestive objects, pictures or reading material.
- (3) Any conduct that is intimidating or hostile and interferes with an employee's work performance is prohibited and will not be tolerated. This includes harassment because of an individual's race, religion, color, national origin, sex, sexual orientation, age, disability, veteran or family status, or because the employee is a smoker or nonsmoker.
- (4) Any employee who believes he or she has been subjected to sexual or nonsexual harassment should report the incident promptly to one of the following: his or her immediate supervisor, department director, the Director of Human Resources, the General Counsel, the Executive Director/CEO, or any other supervisor with whom the employee feels comfortable discussing the matter. Employees are encouraged to make prompt reports of the incident to ensure timely response and for remedial measures to be implemented, if necessary. However, all reports of sexual and nonsexual harassment shall be reviewed and investigated regardless of when the alleged misconduct occurred.

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- (a) All reports of sexual or nonsexual harassment shall be reduced to writing by the reporting employee or by the person receiving the report. Employees may use KLC-HR Form 12 for this purpose. The report shall be signed by the complaining employee. All reports will be kept confidential to the extent feasible and appropriate under the circumstances. The Executive Director/CEO shall inform the KLC Executive Board officers of the receipt of the complaint and the substantive contents of the complaint without disclosing the names of the parties involved.
 - (b) All reports of sexual and nonsexual harassment will be investigated promptly following the receipt of an incident report. The report will be investigated by one (1) or more members of the management staff designated by the Executive Director/CEO. The results of the investigation will be communicated to the complainant and to the alleged offender. Any employee found to have engaged in misconduct constituting sexual or nonsexual harassment will be disciplined, up to and including dismissal. In addition, KLC may take other steps in order to correct and prevent future incidents from occurring.
 - (c) If the investigation results in a finding that any form of harassment has occurred in the KLC workplace, the Executive Director/CEO shall provide the KLC Executive Board officers with a copy of the written report and/or an update of the action taken by management as a result of the finding. The KLC Executive Board officers may recommend additional action or may refer the findings to the full KLC Executive Board for additional consideration and action. If the investigation results in a finding that harassment did not occur, the Executive Director/CEO shall communicate the findings to the KLC Executive Board officers and provide any additional information requested by the KLC Executive Board officers.
 - (d) As provided under Policy 6.06 of this Handbook, an employee making a report under this policy will not be discriminated against or be subject to retaliation in any way for having made the report. If an employee suffers any discrimination or retaliation for making a report, the employee should immediately alert a member of management. Any person found to have discriminated or retaliated against an employee who makes a report shall be subject to disciplinary action, up to and including dismissal.
 - (e) Any complaint involving the KLC Executive Director/CEO shall be submitted to the KLC Executive Board President, who shall inform the KLC Executive Board about the complaint. The KLC Executive Board shall determine the course of the investigation and the proper method to address the complaint.
- (5) KLC recognizes that the question of whether a particular course of conduct constitutes sexual or nonsexual harassment requires a factual determination. KLC recognizes also that false accusations of sexual or nonsexual harassment can have serious effects on innocent parties. If an investigation results in a finding that a person who has accused another of sexual or nonsexual harassment has maliciously or recklessly made a false accusation, the accuser will be subject to appropriate sanctions, including discharge.

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- (6) Nothing in this policy should be construed as eliminating any employee's rights under Title VII of the Civil Rights Act of 1964, as amended, or under KRS Chapter 344.

5.05 – Use of Office Telephones

The office telephone system is provided and paid for by KLC to facilitate the conduct of its business. Extensive use of the telephone system for the personal business of employees interferes with the efficient and effective conduct of KLC's business. While KLC understands that employees must occasionally make and accept personal calls during work hours, personal calls should be kept to a minimum, both in terms of the number of personal calls per day and the duration of individual calls. In addition, if personal long distance telephone calls are made on more than an occasional basis, an employee will be expected to reimburse KLC for the cost of such calls. Excessive use of the office telephone system for personal calls during work hours may result in disciplinary action.

5.06 – Information Technology Acceptable Use Policy

- (1) The Kentucky League of Cities' electronic resources are provided for the transaction of the official business of the organization. This policy is intended to establish rules applicable to all KLC personnel in order to ensure that KLC's electronic resources are appropriately utilized and protected.
- (2) OWNERSHIP OF DATA: All data that is stored on media owned by KLC is the property of KLC. To properly maintain and manage this data, the management may exercise at any time its right to inspect, record, and/or remove any or all information contained in computer databases, files, and email records, and to take appropriate action should unauthorized or improper usage be discovered. Such inspection, recording or removing shall be done on the basis of organizational needs, which include, but are not limited to, a determination that reasonable cause exists for belief that these policies or other applicable directives are being violated.
- (3) PROTECTION OF DATA, EQUIPMENT AND SOFTWARE: All employees who use computer equipment and software in the performance of their duties shall take all reasonable and necessary precautions to prevent damage to the equipment and software. To ensure the integrity of KLC's computer system and software, all employees are prohibited from connecting any hardware or loading any software onto the system, or any individual component of the system, unless the hardware or software has been specifically approved in advance by the KLC Information Technology staff.
- (4) USE OF DATA: Access to the data stored on KLC's computer systems shall be limited to KLC employees who require such access for the performance of their assigned duties.
- (5) COPIES OF DATA AND SOFTWARE: No employee shall make copies of data or software programs owned by KLC for his or her own personal use, or for

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any purpose not required by the employee's assigned duties. In the event that a software licensing agreement authorizes the reproduction of software and an employee desires to obtain a copy of the software for installation on a single home computer to assist the employee in the performance of assigned duties outside of regular office hours, the employee shall seek specific approval from the KLC Information Technology staff before copying the software.

- (6) ELECTRONIC MAIL: Employees should have no expectation of privacy associated with information they transmit through or store in electronic mail programs owned by KLC. All messages and data processed electronically over KLC-owned computers and communications systems are the property of KLC.
- (7) INTERNET USAGE: In order to maintain the integrity and security of KLC computer resources, employees are strictly prohibited from downloading any software, unless prior approval is granted by the employee's supervisor after consultation with the KLC Information Technology staff. Excessive use of the internet for personal reasons during work hours may be grounds for disciplinary action. No employee shall use KLC computers for playing electronic games during work hours.
- (8) KLC employees are also subject to the Information Technology Acceptable Use Policy available on the "My KLC" website.

5.07 – Use of Vehicles on KLC Business

- (1) The operation of vehicles is necessary in conducting much of KLC's business. This policy establishes requirements governing the operation of KLC owned, leased, or rented vehicles and the operation of personal vehicles while conducting business on behalf of KLC.
- (2) Employees operating KLC owned, leased, or rented vehicles and employees who are performing employment functions on behalf of KLC in a privately owned vehicle must meet the following requirements:
 - (a) The employee shall hold a valid driver's license;
 - (b) The employee shall not operate a KLC vehicle or use a privately owned vehicle in conducting business on behalf of KLC while the employee's license is under revocation or suspension; and
 - (c) Any employee who may operate a KLC vehicle shall be subject to a periodic Division of Motor Vehicle records check.
- (3) When an employee is operating a KLC vehicle or is operating a privately owned vehicle in the scope of their employment in conducting KLC business, the employee is required to adhere to the following requirements:
 - (a) The employee shall obey all city, county, state, and federal laws and regulations.

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- (b) The employee shall not leave the vehicle unattended without first stopping the motor, locking the ignition, removing the key, and locking the doors.
 - (c) The employee shall wear safety belts at all times.
 - (d) The employee shall not use portable communication devices for the purpose of text messaging, using email features or using the Internet while the vehicle is in motion. The employee may use the hands-free feature on mobile telephones while operating the vehicle.
 - (e) The employee shall have on his or her possession a valid driver's license at all times he or she is operating a KLC vehicle or is using a privately owned vehicle in the performance of KLC business.
 - (f) No employee shall operate a vehicle while normal vision is obstructed.
- (4) Any employee who receives a citation while operating a KLC vehicle shall notify the Director of Human Resources, in writing within forty-eight (48) hours of receipt of the citation. In addition, an employee who operates a KLC motor vehicle is required to notify the Director of Human Resources, in writing within forty-eight (48) hours, of any motor vehicle violation conviction entered against the employee that involves driving while under the influence, or which has resulted, or may result, in the suspension or revocation of the employee's motor vehicle license.
- (5) If the operation of a KLC vehicle is a condition of employment, and an employee is unable to operate a motor vehicle due to the suspension or revocation of the employee's license, the employee must, at his/her own expense, arrange for and provide transportation so the employee is able to continue to fulfill the employee's job requirements.

5.08 – Vehicle Accident Reporting Requirements

- (1) An employee involved in a vehicle accident with a vehicle owned, leased, or rented by KLC or is involved in a vehicle accident while in a privately owned automobile while on KLC business shall follow these rules:
- (a) Summon medical care for injured individuals;
 - (b) Notify appropriate law enforcement authorities;
 - (c) Notify the employee's immediate supervisor;
 - (d) Do not admit responsibility or fault or offer settlements;
 - (e) Cooperate with law enforcement authorities and emergency medical personnel; and
 - (f) Obtain the names and addresses of any witnesses and involved parties.

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- (2) The employee's immediate supervisor shall be responsible for initiating any departmental investigation, ensuring the completion of all required KLC reports and recommending any follow-up preventative actions. In addition, the supervisor shall notify the Director of Human Resources of any injuries sustained by a KLC employee in accordance with Policy 3.05 of this Handbook.

History: Adopted by the KLC Executive Board on August 17, 2009 as part of the "KLC Travel and Meeting Expense Reimbursement Policy." Amended by the KLC Executive Board on June 25, 2010.

5.09 – Political Activity

KLC is a nonpartisan organization that operates in a political environment. Every employee must make the maximum effort to minimize any appearance of political favoritism while sustaining a harmonious working relationship with federal, state, and local leaders. No employee shall be permitted to solicit funds or otherwise engage in any political campaign activity during working hours. No employee shall use any supplies or equipment of KLC for political purposes. No employee shall be a candidate for or accept appointment to any political office while employed by KLC, unless approved by the Executive Director/CEO or the KLC Executive Board. This shall not, however, apply to appointments approved, in advance, by the Executive Director/CEO to advisory boards, commissions, or committees where the appointee represents KLC or city governments, or where the appointment is otherwise deemed consistent with the mission and function of KLC by the Executive Director/CEO. Due to the nonpartisan nature of KLC, employees should notify the Executive Director/CEO or the Deputy Executive Director of any political involvement and receive advance approval when necessary for any political activity.

5.10 – Confidentiality and Proprietary Information

KLC employees will receive and have access to information that is confidential in nature to the organization, its members, and other affiliates. Employees shall not disclose confidential information to any person or organization outside of KLC unless management has expressly stated that the information can be disclosed. Nor shall any employee use confidential information acquired as a result of his or her employment with KLC to advance the financial interest of himself, herself, or others.

EMPLOYEE CODE OF ETHICS

CHAPTER 6



EMPLOYEE CODE OF ETHICS

6.01 – Conflict of Interest

- (1) An employee shall not:
 - (a) Use his or her KLC position for his or her own private gain or for the private gain of any other person or entity;
 - (b) Give preferential treatment to any organization or person in a manner that is inconsistent with KLC's established policies and procedures;
 - (c) Take any action or enter into any relationship that would result in the loss of his or her independence or impartiality in making business decisions or acting on behalf of KLC; or
 - (d) Make any decision related to KLC outside of established policies and procedures.
- (2) Except for agreements specifically related to employment, no employee shall directly or indirectly hold an interest in any contract or business arrangement with KLC or its affiliated organizations unless the full nature of the contract or business arrangement is disclosed to the KLC Executive Board and the KLC Executive Board makes a finding that the contract or arrangement should be permitted to proceed because it serves the best interest of KLC.
- (3) No employee shall hold a position of employment or enter into a contract or other business arrangement with any of the following unless he or she receives approval from the Executive Director/CEO, with consent of the KLC Executive Board:
 - (a) Any individual or organization that conducts business with KLC or its affiliated organizations;
 - (b) Any Kentucky city; or
 - (c) Any member or customer of KLC's affiliated organizations.
- (4) Unless the employee has received prior authorization from the Executive Director/CEO and the KLC Executive Board, no employee shall enter into any contract or other business or financial arrangement with any individual or organization that:
 - (a) Could create a direct or indirect conflict with the employee's job duties and responsibilities with KLC; or
 - (b) Could create a direct or indirect conflict with the mission of KLC.

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- (5) KLC shall not permit the immediate family member of an employee to directly or indirectly undertake or hold any interest in a contract or business relationship with KLC or its affiliated organizations unless the full nature of the contract or business relationship is disclosed to the KLC Executive Board and the KLC Executive Board makes a finding that the contract or arrangement should be permitted to proceed because it serves the best interest of KLC or the contract or business relationship is entered into after a competitive selection process pursuant to Policy 7.10 of this Handbook. If the immediate family member of an employee is selected after a competitive process, the Executive Director/CEO shall notify the KLC Executive Board of the nature of the contract or business arrangement.
- (6) An employee shall immediately notify the Executive Director/CEO, who shall notify the KLC Executive Board, of any action by an immediate family member of the employee that involves the following:
 - (a) A contract or business arrangement entered into by the employee's immediate family member that could create a direct or indirect conflict with the employee's job duties and responsibilities with KLC or the mission of KLC;
 - (b) Any financial transaction by the employee's immediate family member that relies on the use of information obtained through the employee's employment with KLC; or
 - (c) The acceptance of employment or any form of compensation by the employee's immediate family member from any individual or organization that has a business relationship with KLC or its affiliated organizations, any individual or organization that seeks to establish a business relationship with KLC or its affiliated organizations, or members or customers of KLC or its affiliated organizations.
- (7) All employees shall annually complete and submit a KLC Financial Disclosure/Conflict of Interest Form (KLC-HR Form 09) by July 1 of each year. In addition, an employee shall have an affirmative duty to update the KLC Financial Disclosure/Conflict of Interest Form throughout the year when any potential conflict may arise. These forms shall be reviewed by the KLC Finance Committee.
- (8) The requirements of this policy shall apply to the Executive Director/CEO, except that the Executive Director/CEO shall provide any written notification required under this policy to the KLC Executive Board through its President.
- (9) As used in this policy, the following term "immediate family member" means the spouse, child, parent, grandparent, grandchild, or sibling of an employee.

History: Adopted by the KLC Executive Board on August 17, 2009. Amended by KLC Executive Board on June 25, 2010.

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6.02 – Gratuities

- (1) Employees shall not solicit or accept a gratuity from any person, corporation or entity that has, or is seeking to obtain, a contractual or other business or financial relationship with KLC or its affiliated organizations or which represents any person or business that has or seeks to establish a financial or other business relationship with KLC or its affiliated organizations. "Gratuity" means money, real or personal property, meals, travel, lodging accommodations, tickets, admission fees, a service, a loan, a forbearance or forgiveness of indebtedness or a promise of future employment, that is given and received without the giver receiving consideration of equal or greater value in return. The following are exceptions to this prohibition:
 - (a) An employee may accept unsolicited gratuities of less than \$100 in aggregate value per year from any single source.
 - (b) An employee may accept unsolicited advertising, promotional material, trinkets, informational material, or educational material of less than \$100 in value.
 - (c) An employee may accept professional services that assist the employee in the performance of his or her job duties, such as advice, consultation, information and communication in connection with services to member cities.
 - (d) An employee may accept a plaque or similar award recognizing the employee for his or her services, performance, or other accomplishments.
 - (e) An employee may accept any gratuity given because of the employee's or KLC's membership in a group, organization, or class and an equivalent gratuity is given or offered to the other members of the group, organization, or class.
 - (f) Any gratuity given by a family member of the employee, even if he or she has a contractual, financial or other business relationship with KLC, unless the gratuity is given on behalf of an individual or organization that has or is seeking to obtain, a contractual, business, or other financial relationship with KLC.
- (2) An employee shall report to the Executive Director/CEO or the Director of Human Resources any gratuity from a vendor with a fair market value of \$100 or more that is offered to or received by the employee. The employee shall obtain the approval of the Executive Director/CEO before finally accepting any gratuity valued at more than \$100. Any item offered may be accepted for KLC.

History: Adopted by the KLC Executive Board on June 25, 2010.

6.03 – Use of KLC Property, Equipment, Time and Personnel

No employee shall use KLC property or work time for his or her private or financial gain, the private or financial gain of any other person, or to advance political, social or religious causes.



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No supervisor shall instruct or otherwise require a subordinate employee to perform any task or function that is outside of the business purposes of KLC. Nothing in this policy shall be interpreted to prohibit an employee from performing his or her job duties as a lobbyist or advocate on behalf of KLC.

History: Adopted by the KLC Executive Board on August 17, 2009. Amended by the KLC Executive Board on June 25, 2010.

6.04 – Employment of Relatives

- (1) Generally, a relative of an employee will be eligible for employment with KLC as long as no conflicts in supervision, safety, security or morale, or potential conflicts exist.
 - (a) In the event a current employee becomes the relative of another current employee, KLC will attempt, if practical, to separate the employees by assignment and supervision. After such separation, any effort by a relative to affect the terms and conditions of employment of his or her relative shall be considered improper. If KLC determines that the separation would not be practical, it will review the employment records, assignments, and related matters pertaining to the employees to determine whether to exercise discretion to make an exception to this policy. Any such exception shall be understood to be a temporary accommodation of current employees and not a precedent for deviating from this policy. If, in the view of KLC, a conflict exists which cannot be resolved, only one of the employees will be permitted to remain an employee of KLC. The decision as to which relative will be allowed to remain will be made by the Executive Director/CEO after consideration of the circumstances and consultation with the affected employees and their supervisors.
 - (b) The Executive Director/CEO shall notify the KLC Executive Board within a reasonable time when any conflict under this policy is reported or identified.
- (2) KLC shall not employ the relative of any KLC Executive Board member, officer, or the relative of any member or officer of the governing board of an affiliated organization in any position, including temporary positions or paid internship positions.
- (3) As used in this policy, the term “relative” means parent, grandparent, child, grandchild, spouse, brother, sister, in-laws, and step relationships.
- (4) Nothing in KLC’s Equal Opportunity Employment Policy established in Policy 1.03 of this Handbook shall be interpreted as preventing the reasonable regulation of nepotism for reasons of supervision, safety, security or morale.

History: Adopted by the KLC Executive Board on September 22, 2009. Amended by the KLC Executive Board on June 25, 2010.

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6.05 – Reporting Code of Ethics Violations and Penalties

- (1) An employee who becomes aware of a violation of any policy in the Code of Ethics should report the violation promptly to any one of the following:
 - (a) His or her immediate supervisor or department director;
 - (b) The Director of Human Resources;
 - (c) The General Counsel;
 - (d) The Executive Director/CEO;
 - (e) Any member of KLC Executive Management; or
 - (f) Any supervisor with whom the employee feels comfortable discussing the matter.
- (2) All reports of a violation of the Code of Ethics shall be reduced to writing by the reporting employee or by the person receiving the report. The employee may use KLC-HR Form 12 for this purpose. The report shall be signed by the complaining employee. All reports of violations will be kept confidential to the extent feasible and appropriate under the circumstances.
 - (a) All reports shall be reviewed and investigated. The violation will be investigated by one (1) or more members of the management staff designated by the Executive Director/CEO. The results of the investigation will be communicated to the complainant, the alleged policy violator, and the KLC Executive Board. Any employee found to have engaged in misconduct constituting a violation of this policy will be appropriately disciplined, up to and including dismissal.
 - (b) As provided under Policy 6.06 of this Handbook, an employee making a report under this policy will not be discriminated against or be subject to retaliation in any way for having made the report. Any person found to have discriminated or retaliated against an employee who makes a complaint shall be subject to disciplinary action, up to and including dismissal.
 - (c) KLC recognizes that the question of whether a particular course of conduct constitutes a violation of KLC's Code of Ethics may require a factual determination. KLC also recognizes also that false accusations have serious effects on innocent parties. If an investigation results in a finding that the complaining party made a false accusation with malice or with a reckless disregard for the truth, the complaining party will be subject to appropriate sanctions, including discharge.
- (3) An employee may speak directly to any member of the Executive Board about a violation of the Code of Ethics if the employee has reported a violation to members of management without result.
- (4) Any report regarding the Executive Director/CEO shall be submitted to the KLC Executive Board President, who shall inform the KLC Executive Board

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of the complaint. The KLC Executive Board shall determine the course of the investigation and the proper manner to address the complaint.

History: Adopted by the KLC Executive Board on August 17, 2009. Amended by the KLC Executive Board on June 25, 2010.

6.06 – Whistleblower Protection for KLC Employees

- (1) REPORTING VIOLATIONS OF KLC POLICIES: KLC strictly prohibits the retaliation or discrimination against any employee who reports a violation of the policies contained in this Handbook to his or her supervisor or to any other member of KLC's management staff.
 - (a) No KLC employee shall use or threaten to use his or her supervisory authority or influence to discourage, restrain, suppress, dissuade, deter, prevent, interfere with, or coerce an employee from reporting any violation of the policies contained in this Handbook to his or her supervisor or any other member of KLC's management staff.
 - (b) No KLC employee shall retaliate or discriminate against an employee because he or she supports, aids, or otherwise substantiates another employee who reports a violation of the policies contained in this Handbook to KLC management staff or the KLC Executive Board.
 - (c) No KLC employee shall retaliate or discriminate against another employee because he or she reports a violation of the policies contained in this Handbook to the KLC Executive Board after informing members of KLC management staff without satisfactory resolution.
 - (d) The provisions of this policy in no way alters the at-will employment status of KLC employees. This policy does not create any contractual or other rights for employees, and KLC may alter, amend, or remove any policy contained in this Handbook at any time, with or without notice.
- (2) REPORTING VIOLATIONS OF LAW OR REGULATIONS: KLC strictly prohibits the retaliation or discrimination against any employee who reports a violation of any applicable federal, state, or local law or regulation to KLC management staff, the KLC Executive Board, law enforcement authorities, or other appropriate officials.
 - (a) No KLC employee shall use or threaten to use his or her supervisory authority or influence to discourage, restrain, suppress, dissuade, deter, prevent, interfere with, or coerce an employee from reporting a violation of law or regulation to KLC management staff, the KLC Executive Board, or other appropriate officials.
 - (b) No KLC employee shall retaliate or discriminate against an employee because he or she supports, aids, or otherwise substantiates another employee who reports a violation of law or regulation to KLC management staff, the KLC Executive Board, law enforcement authorities, or other appropriate officials.

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- (3) Any employee who receives an official request from an outside agency for information related to KLC shall promptly inform his or her immediate supervisor of the request. Any employee who receives a request from media for information related to KLC shall forward the request to the KLC communications manager and shall otherwise follow the media contact and communications policy under Policy 8.02 of this Handbook.
- (4) Any KLC employee who makes a false report of a violation or discloses information related to a report of a violation of KLC policies or the law with a reckless disregard for the truth shall be subject to disciplinary action, including the possibility of immediate dismissal.

History: Adopted by the KLC Executive Board on June 25, 2010.

6.07 – Complaints Regarding KLC and Affiliated Organizations from Non-employees

- (1) KLC shall provide a dedicated section on its public website for the purpose of receiving complaints and resolving concerns related to KLC and its affiliated organizations from individuals who are not employed by KLC, such as member city officials and other stakeholders. Employees shall follow the process required in Policy 6.05 in making reports regarding violation of the Code of Ethics, but may direct any individual who is not employed by KLC to the website for the purpose of making a complaint or expressing a concern. KLC shall not accept anonymous complaints and the website shall require the individual submitting the complaint to identify himself or herself.
- (2) The website shall provide the name, address, telephone number, and email address where all of the officers of KLC and each of KLC's affiliated organizations may be contacted to receive complaints or hear any concerns related to the operations of KLC or any of its affiliated organizations.
- (3) Any officer receiving a complaint shall forward the information to the other officers, who shall collectively determine the appropriate manner to address the complaint or concern. The officers shall inform the Executive Director/CEO of the receipt of the complaint and involve the Executive Director/CEO as necessary in the resolution of any complaint.

History: Adopted by the KLC Executive Board on June 25, 2010.

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CHAPTER 7



EMPLOYEE FINANCIAL PRACTICES, REPORTING, AND REIMBURSEMENT

7.01 – Purpose of the Policies Contained in this Handbook Chapter

The purpose of the policies contained in Chapter 7 of the Handbook is to outline for employees all allowable business-related expenses and provide instruction for the handling of purchases and employee reimbursement. Employees should also be guided by the other policies contained in this Handbook in making any financial transaction on behalf of KLC or in incurring any business-related expenses for KLC, including the Code of Ethics and work conduct policies.

History: Adopted by the KLC Executive Board on August 17, 2009.

7.02 – Employee Expense Reports and Reimbursement

- (1) Business expenses may be charged to KLC on a credit card issued to the employee in accordance with Policy 7.03 of this Handbook, or paid for from the employee's private funds and reimbursed upon the submission of the documentation required under this policy.
- (2) An employee requesting reimbursement for business-related expenses made on behalf of KLC shall complete the Employee Expense Report available on the "My KLC" website. The employee shall submit expenses and supporting documentation in the following manner:
 - (a) Expenses shall be submitted on at least a calendar-month basis. Expenses submitted for reimbursement are due to the KLC Accounting Department within fifteen (15) days from the end of the month in which the expense was incurred. Employees shall not include expenses from different calendar months on the same expense report.
 - (b) Requests for reimbursement in expense reports shall be accompanied by a receipt and all supporting documentation, including itemized receipts, when available. The employee shall provide the business purpose, the date, location, amount, and the persons being covered by the purchase on the receipt or in supporting documentation. The failure to provide a receipt and other applicable supporting documentation will result in denial of the reimbursement. Credit card statements will not be accepted as evidence of a receipt.
 - (c) All expense reports must be approved and signed by the employee's supervisor or department director with the responsibility of budgeting and reviewing business expense information for the employee's department. The Executive Director/CEO's expense report shall be submitted to the Chief Financial Officer and signed by the Chair of the KLC Finance Committee or the chair of any other committee designated by the KLC Executive Board.
- (3) An employee who submits a fraudulent receipt or falsifies his or her expense report will lose reimbursement privileges, will be terminated, or other appropriate disciplinary action will be taken.

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- (4) KLC may withhold reimbursement while it investigates or verifies expense report reimbursement requests.

History: Adopted by the KLC Executive Board on August 17, 2009. Amended by the KLC Executive Board on June 25, 2010.

7.03 – Use of KLC Credit Cards

- (1) The KLC Executive Board has authorized revolving corporate credit cards to be issued to the Executive Director/CEO and any other staff members recommended by the Executive Director/CEO and approved by the KLC Executive Board. Corporate credit cards are for use in making operational business purchases, purchases related to meetings and other legitimate business expenses as set forth in this policy.
 - (a) Operational expenses are those expenses necessary for the running of KLC offices. Examples include, but are not limited to, office supplies and equipment, other office-related expenses, computer supplies, and any other non-travel related expenses.
 - (b) Meeting-related expenses include, but are not limited to, group meals, hotel meeting rooms, prepaid airfare, prepaid hotel accommodations, prepaid business car rental, prepaid conference and meeting registrations, prepaid expenses for meetings, and unanticipated event or travel needs.
 - (c) These examples are not intended to limit the credit card use for other legitimate business expense.
- (2) Staff members issued a corporate credit card for operational or meeting-related expenses will be subject to the following conditions:
 - (a) Only legitimate business and operational-related purchases may be charged on a corporate credit card.
 - (b) KLC credit cards shall not be used for personal expenses of any kind. In the event that an expense is determined to be personal in nature, the expense must be reimbursed immediately. The KLC Finance Committee or other committee designated by the KLC Executive Board may, upon review, require reimbursement of a personal expense outside of this time frame.
 - (c) All monthly credit card statements shall be reviewed by the Chief Financial Officer and the person named on the card. The reviewers shall sign each page of the statement as evidence that they accept the identified expenses as legitimate business expenses. A signed copy will then be submitted to the KLC Finance Committee or other committee designated by the KLC Executive Board for a periodic review, at least quarterly.
 - (d) Itemized receipts of each transaction made using a KLC credit card must be submitted to the KLC Accounting Department promptly for approval. The receipts shall provide detail on the business purpose, date,

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location, amount, and persons covered by the purchase must be submitted promptly for approval. Credit card statements will not be accepted as evidence of a receipt.

- (3) The KLC Executive Board will review the policy regarding credit card usage and credit card limits on an as-needed basis, but no less than every three (3) years.

History: Adopted by the KLC Executive Board on August 17, 2009. Amended by the KLC Executive Board on June 25, 2010.

7.04 – Employee Travel Expense Reimbursement Policy

- (1) TRAVEL AUTHORIZATION: Except for the Executive Director/CEO, an employee shall receive prior approval from his or her immediate supervisor prior to any travel within the state. Prior to any out-of-state travel, an employee shall receive prior written approval through the submission of a Travel, Meeting, and Conference Request Form (KLC-HR Form 10). The Travel Request Form shall be reviewed and approved by the employee's immediate supervisor, department director and a member of the KLC executive management team. Any out-of-state travel that has not been approved in the KLC operating or travel budget shall be approved by the Executive Director/CEO or the KLC Finance Committee or other committee designated by the KLC Executive Board. Every effort will be made to limit the number of staff attending a meeting, conference or event to those whose work product will provide the most benefit to KLC and its membership.
- (2) CONFERENCE AND MEETING REGISTRATION FEES: Registration for conferences and meetings shall be performed by the Travel and Facilities Coordinator or other staff as may be designated by the Executive Director/CEO. Before registration is complete, the employee shall provide the Travel and Facilities Coordinator with an approved copy of the Travel, Meeting, and Conference Request Form (KLC-HR Form 10). Employees should make an effort to provide this information in a timely manner so that the lowest possible registration fees may be obtained.
- (3) AIRLINE RESERVATIONS, AIRFARE, AND BAGGAGE FEES: Airline reservations shall be made by the Travel and Facilities Coordinator or other staff as may be designated by the Executive Director/CEO. Before reservations are made, the employee shall provide an approved copy of the Travel, Meeting, and Conference Request Form (KLC-HR Form 10) to the Travel and Facilities Coordinator. Employees should make an effort to provide this information in a timely manner so that the lowest possible fare may be obtained.
 - (a) Every effort will be made to obtain the lowest airfare available for coach or tourist class on domestic flights. Consideration will be made for the number of stops, preferred carriers, time constraints, meeting times, and layover times.
 - (b) Additional expenses for first class travel or other upgrades are not permitted. However, an employee may use his or her personal frequent flyer miles to upgrade fares.

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- (c) Standard minimum baggage fees for up to two (2) bags within the airline's weight limits may be reimbursed to the employee. Charges for extra or overweight baggage shall not be reimbursed unless there are extenuating circumstances that have been approved by the Executive Director/CEO in writing prior to the trip.
 - (d) Because electronic and paper tickets carry a dollar value, any cancellation or modification to airline reservations shall be made by the Travel and Facilities Coordinator. Cancellations or requested modifications shall be made prior to the departure day or time to avoid any unnecessary costs. Related re-issuance fees or other costs are eligible for reimbursement.
- (4) HOTEL AND OVERNIGHT LODGING RESERVATIONS AND CHARGES: Reservations for out-of-state hotels and overnight lodging shall be made by the Travel and Facilities Coordinator or other staff as may be designated by the Executive Director/CEO. Before reservations are made, the employee shall provide an approved copy of the Travel, Meeting, and Conference Request Form (KLC-HR Form 10) to the Travel and Facilities Coordinator. Reservations for overnight stays for travel within Kentucky of less than three (3) nights may be made by the employee as long as the employee has received the advance approval of his or her supervisor. Reservations for longer than three (3) nights within Kentucky shall be made by the Travel and Facilities Coordinator or other staff designated by the Executive Director/CEO.
- (a) Reservations will be made in such a manner to secure the best available rate for safe, clean, and secure accommodations as close to the meeting location as possible. Every attempt should be made for stay in the hotel hosting the conference or meeting and to pay the conference room rate.
 - (b) In-room movies, room service, mini-bar, use of hotel gym, spa or massage services, sauna facilities, or other additions to room bills are not reimbursable. Only usual and customary expenses are eligible for reimbursement.
 - (c) A copy of the hotel folio or receipt showing proof of payment shall be submitted by the employee for expense reimbursement.
- (5) VEHICLE RENTAL: Car rental reservations shall be made by the Travel and Facilities Coordinator or other staff as may be designated by the Executive Director/CEO. The following guidelines shall apply when rental reservations are made:
- (a) Standard, full-size, mid-size, compact or economy models shall be rented unless more than two (2) persons are traveling together. Upgrades for other models are permissible if transporting materials, more than three (3) individuals are traveling together or other situations where cargo space is a factor. Unauthorized upgrades shall not be reimbursed.
 - (b) The refueling option should be taken if extensive driving is planned. If the refueling option is declined, the car must be returned with a full tank of gas.
 - (c) Rental vehicles should be returned to the original rental location in order to avoid costly drop-off charges unless there are extraordinary circumstances

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or returning the rental vehicle to a different location would provide an overall cost savings to KLC in comparison to other travel alternatives.

- (d) Additional collision insurance offered by the rental company shall be purchased with the vehicle rental.
- (e) The vehicle accident reporting requirements outlined in Policy 5.08 of this Handbook shall be followed in the case of an accident involving a vehicle rented by KLC.
- (6) **MILEAGE REIMBURSEMENT:** Whenever possible, employees shall use a KLC-owned vehicle for business travel on behalf of KLC. If a KLC vehicle is available and it is determined that it was reasonable under the circumstances for the employee to have used the KLC-owned vehicle for the business travel, then the mileage for the use of an employee's privately owned vehicle will not be reimbursed. Employees shall adhere to the following process related to mileage reimbursement:
 - (a) An employee traveling by vehicle on behalf of KLC shall attempt to secure a KLC pool vehicle for use. Employees shall use the Microsoft Outlook calendar feature to attempt to reserve one of the pool vehicles. Instructions for this procedure are available on the "My KLC" website. Once the procedure is completed, the employee will receive email notification confirming the reservation or informing the employee that a vehicle is not available.
 - 1. Employees using a KLC vehicle shall complete a mileage log detailing amount of travel and the purpose of the travel.
 - 2. Employees traveling more than fifty (50) miles in a KLC pool vehicle shall return the vehicle with a full tank of gas after use.
 - 3. Employees using a KLC vehicle shall submit gas receipts for refueling a KLC vehicle in order to receive reimbursement.
 - (b) When a KLC-owned vehicle is not available or it is more reasonable for the employee to use his or her personal vehicle, an employee will be reimbursed for mileage when driving his or her privately owned vehicle on KLC business. An employee shall be reimbursed at the mileage rate allowed by the Internal Revenue Service for business expense deductions under the following guidelines:
 - 1. An employee shall not be reimbursed for transportation or commuting between the employee's home and his or her permanent workplace.
 - 2. Mileage shall not be reimbursed for attendance of a KLC function or event held outside of the workplace unless the employee has been assigned to work at the event.
 - 3. When an employee does not report to his or her permanent workplace or makes business trips before or after reporting to his or her permanent workplace, the allowable mileage is:

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- i. The lesser of the mileage from the employee's residence to the first stop or from the office to the first stop;
 - ii. All mileage between points visited on KLC business during the day; and
 - iii. The lesser of the mileage from the last stop to the employee's residence or from the last stop to the office.
4. To receive mileage reimbursement, the employee shall state on his or her expense report the total number of miles traveled on KLC business. The employee shall include the starting points and ending destination for each trip along with a description of the purpose of the travel. The employee shall submit a copy of the email confirmation confirming that a KLC vehicle was unavailable or a copy of a written statement from the employee's department director or a member of executive management stating that the circumstances of travel were such that it was more reasonable for the employee to use his or her personal vehicle. Any travel of a personal nature while on KLC business shall be deducted from the total miles traveled.
5. Parking violations and traffic or other moving motor violations are not reimbursable expenses.
6. If the employee is involved in an auto accident while on company business driving his or her own privately owned vehicle, he or she shall follow the accident reporting requirements outlined in Policy 5.08 of this Handbook.

(7) MEAL REIMBURSEMENT: Except for reimbursable expenses related to official KLC business as provided in Policy 7.05 of this Handbook, employees shall only be provided reimbursement for meals involving out-of-state travel, overnight travel within Kentucky, and for in-state trips requiring travel after 7:00 p.m. Meal and incidental reimbursement amounts will be determined using the Federal Per Diem schedule for each meal as established by the U.S. General Services Administration at www.gsa.gov. The applicable rates are established and updated by the U.S. General Services Administration on October 1 of each year and will be provided for employees on the "My KLC" website or are available from the KLC Accounting Department upon request. No receipts are required for per diem meal reimbursement and an employee shall receive meal reimbursements in accordance with the following guidelines:

- (a) For out-of-state travel and overnight travel within the state, an employee is responsible for identifying the city of travel and the associated per diem rates for each meal. The per diem amounts include the cost of the meal and tips and no additional amounts shall be reimbursed. An employee shall be reimbursed the per diem amounts for breakfast, lunch, dinner, and incidentals for full days of travel involving overnight stay. An employee shall receive per diem reimbursement for only certain meals on both the first and the last day of travel, depending on the employee's departure and return times. The employee shall use the per diems applicable to the city of primary destination. The city of



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primary destination is the city the employee is traveling to on days of departure and the city the employee is traveling from on days of return. If the employee is visiting multiple cities and has stayed overnight within the state, the employee shall select one city to serve as the primary destination for calculation of the per diems for the day.

1. Breakfast will be reimbursed if the employee departs for the travel before 7:30 a.m.
 2. Lunch will be reimbursed when the employee is traveling through 2:00 p.m.
 3. Dinner will be reimbursed if the employee will not return until 7:00 p.m. or later.
- (b) For in-state travel after 7:00 p.m. not involving overnight stay, an employee may elect to be reimbursed the allowable dinner per diem applicable to the city the employee is traveling to or from. KLC will include the reimbursement as additional income to the employee and applicable taxes will be withheld from the employee's gross pay.
- (c) KLC will not reimburse a meal per diem allowance for any meal that is included in a registration fee for a conference, when the employee's meal is covered under a group meal receipt submitted under paragraph (e) of this Section, or when a receipt has been submitted for reimbursement as an expense related to official KLC business as provided in [Policy 7.05](#) of this Handbook. Functions where finger foods or hors d'oeuvres are served in conjunction with the conference, and continental breakfasts provided by hotels or conference sponsors do not constitute meals and the employee is entitled to claim the per diem for that meal.
- (d) If the employee has attended a conference or training in conjunction with the travel, the employee is required to submit a detailed program agenda for per diem meal reimbursement.
- (e) Employees may submit and receive reimbursement for a group meal receipt for more than one employee if the dining establishment is unable or unwilling to provide individual checks, provided that the total cost of the meal does not exceed the total allowable per diems for all of the participating employees. An employee submitting a group meal receipt shall follow the procedures required in [Policy 7.02](#) for reimbursement on an expense report or [Policy 7.03](#) when using a KLC credit card for documentation of the expense and shall additionally state on the receipt that the receipt is for a group meal and the name of each participating employee. Employees covered by a group meal receipt shall not be eligible for per diem reimbursement for that meal.
- (8) **PARKING:** KLC will reimburse employees for the following expenses relating to parking:

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- (a) An employee may request reimbursement for parking fees for leaving a vehicle at an airport in conjunction with out-of-state travel on behalf of KLC. For airport parking, the employee shall only be reimbursed for the rates of long-term parking. If the employee uses short-term parking or valet services, the employee will only be reimbursed for the cost of long-term parking fees applicable at the airport of departure. As an alternative to airport parking, an employee may elect to be reimbursed for the mileage related to being dropped off or picked up at the airport. The employee may be reimbursed the lesser of the mileage between the airport and the employee's residence or the mileage between the airport and the employee's permanent office or workplace.
 - (b) An employee shall be reimbursed for parking at hotels or overnight lodging accommodations for business-related meetings or in conjunction with business travel for KLC. Employees shall only be reimbursed for standard hotel parking rates unless the option is not available. Employees electing valet parking will only be reimbursed up to an amount equal to the standard parking rates applicable at the particular hotel.
 - (c) All other business-related parking fees are reimbursable upon the submission of a valid receipt in accordance with Policy 7.02 of this Handbook.
- (9) TAXIS, SHUTTLES, PUBLIC TRANSPORTATION, AND RAPID TRANSIT: Employees should evaluate their individual circumstances and select the safest and most economical alternative when traveling to and from all destinations. Employees may be reimbursed for taxis, shuttles, public transportation, and rapid transit used for business-related transportation. Employees may be reimbursed for the payment of tips for taxi drivers up to a maximum of twenty percent (20%) of the total fare. The employee shall submit a receipt in accordance with Policy 7.02 of this Handbook.
- (10) LONG DISTANCE TELEPHONE CALLS WHILE TRAVELING: When a KLC employee is required to travel for a business purpose, long distance telephone calls that are infrequent and short in duration are acceptable. When possible, the employee should use a mobile telephone or a telephone credit card provided by KLC rather than incurring long distance telephone charges or charging long distance calls to a hotel room bill.
- (11) Except as otherwise specifically provided in this policy, tips or gratuities related to employee travel shall not be a reimbursable expense.
- (12) KLC shall not reimburse or pay for the travel of an employee's family member or other guest. When a family member or other guest joins an employee on business-related travel, the employee or the guest is responsible for paying all travel costs, including airfare and meals. The KLC Executive Board may approve a deviation from this policy in extraordinary circumstances.
- (13) Except for the travel-related expenses outlined in this policy, all other travel-related expenses are deemed non-reimbursable unless approved in writing by the

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Executive Director/CEO, the KLC Finance Committee or other committee designated by the KLC Executive Board. An employee shall submit his or her travel-related expenses for reimbursement on an Employee Expense Form within fifteen (15) days of the end of the month in which the travel expenses were incurred as provided in Policy 7.02 of this Handbook. In the case of extreme financial hardship, an advance for out-of-state travel may be granted to an employee by the Executive Director/CEO. The request shall be made by the employee in writing with enough time to approve the request and process an advance check. An employee who has received a travel advance must deduct the total amount of the advances from the total reimbursement request when submitting an expense report detailing expenditures. If the amount of the advance exceeds the total reimbursable expenditures, the employee shall pay the difference back to KLC.

History: Adopted by the KLC Executive Board on August 17, 2009. Amended by the KLC Executive Board on June 25, 2010.

7.05 – Reimbursable Expenses Related to Official KLC Business

- (1) The Executive Director/CEO or employees receiving prior approval from the Executive Director/CEO will be reimbursed for reasonable business expenses incurred while conducting official KLC business. Examples of official KLC business include, but are not limited to, situations where individuals present are representing KLC or if the individual's attendance has been requested by KLC. The individual seeking reimbursement shall be responsible for using good judgment to ensure the expenses incurred are budgetarily sound and are compatible with the goodwill of KLC.
- (2) The Executive Director/CEO or the Director of Human Resources shall have the authority to approve meal expenses for a new employee as part of the new employee's orientation and other discretionary employee meal functions as appropriate to recognize extraordinary work effort.
- (3) Receipts detailing the business purpose, date, location, amount and persons present must be submitted with the expense report as provided under Policy 7.02 of this Handbook or, if a KLC credit card is used, as provided under Policy 7.03 of this Handbook. This information shall be written on the front or back of the receipt and on the expense report.
- (4) In the event the receipt is for reimbursement of a meal, an itemized receipt shall be submitted and the tip shall not exceed twenty percent (20%) of the cost.

History: Adopted by the KLC Executive Board on August 17, 2009. Amended by the KLC Executive Board on June 25, 2010.

7.06 – Alcohol Reimbursement Policy

Alcohol expenses, within reason, in the course of an official KLC-sponsored reception, party, conference or event are an acceptable business expense. While not



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encouraged, alcohol is a reimbursable expense in reasonable and customary business settings and for functions related to official KLC business as provided under Policy 7.05 of this Handbook. All expenditures of alcohol should be preapproved by the Executive Director/CEO. Only funds from private contributions will be used to reimburse expenses for alcohol.

History: Adopted by the KLC Executive Board on September 22, 2009.

7.07 – Mobile Telephones and Mobile Communication Devices

KLC makes available mobile telephones and personal digital assistants (PDAs) to employees to facilitate the conduct of KLC business. Decisions regarding which employees are eligible to be issued these devices are made on the basis of the employee's job functions. Employees who have been issued and have accepted mobile telephones or PDAs from KLC are subject to the following requirements:

- (a) It is anticipated that an employee issued a KLC telephone or other mobile communication device will have incidental personal use of the service. To account for this use, KLC will withhold an amount equal to twenty-five percent (25%) of the total cost of service on mobile telephones and PDAs as a personal usage charge. The personal usage charge will be deducted from the employee's pay check each pay period. Because KLC's service costs will change periodically, the amount of the personal usage charge is subject to change. KLC will endeavor to provide as much advance notice as possible to employees of changes in the personal usage charge deduction.
- (b) Standard model mobile telephones and PDAs are purchased by KLC and replaced on a two-year cycle. If a device is lost, stolen, or is physically damaged beyond repair, the employee shall be responsible for paying a replacement cost. The replacement cost will be calculated as a pro rata amount based on the amount of time remaining during the two-year cycle until the device would be eligible for replacement. For example, if the device was lost six (6) months after it was initially purchased, the employee would be responsible for paying for seventy-five percent (75%) of the total cost of replacement. Employees are responsible for the purchase of additional equipment or other accessories that are not included with the original purchase of the phone or PDA and are responsible for the full replacement cost of such items.
- (c) Upon prior approval from the Information Technology Manager, an employee may purchase his or her own telephone or PDA, which is not standard equipment issued by KLC. The Information Technology Manager shall evaluate the compatibility of the device with the security protocol of KLC's servers. Employees that are not eligible to be issued a KLC device shall not be permitted to connect to the KLC network.
- (d) KLC does not pay for text messaging services. An employee desiring this capability shall make arrangements with the Executive Projects Administrator to select a text messaging plan. The cost of the text messaging plan will be paid by the employee through payroll deductions made during each pay period. Information on the cost

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of each plan and the total payroll deduction is available from the Executive Projects Administrator. Any changes in cost will be communicated to employees as soon as possible.

- (e) Employees shall not submit nor shall any director approve any mobile telephone or PDA expenses for reimbursement on an employee expense report.
- (f) Employees who incur additional charges for the purchase of ring tones, other "extras" or overages, or incur charges for the use of "411" directory assistance shall be responsible for those charges and will be invoiced for the amount.

7.08 – Home Internet Connection

An employee may be eligible for reimbursement for a home internet connection only when it is determined that the employee's job functions require consistent access to KLC for the purposes of working from a location other than KLC's Lexington or Frankfort offices. This will generally include KLC Information Technology employees and employees who are assigned permanent work locations outside of a KLC office. An employee must be preapproved by the Executive Director/CEO before he or she will be reimbursed for home internet charges.

7.09 – Assigned KLC Vehicles

- (1) When economically feasible and in the best interest of KLC, employees may be assigned a company vehicle which they will keep and maintain for business and personal use during the time of assignment. A full-time employee with a position that requires business driving and who holds a valid driver's license and has a good driving record, as determined by the Executive Director/CEO may be eligible for the assignment of a KLC vehicle under either of the following conditions:
 - (a) The employee's position requires business travel of at least 1,000 miles per month and the assignment of a company car will provide economic benefit to KLC as determined by a benefit/cost analysis submitted to the KLC Finance Committee and approved by the KLC Executive Board.
 - 1. An employee must qualify for assignment of a KLC vehicle initially and must requalify on an annual basis. The amount of business travel required by an employee's position will be determined based on mileage logs maintained and submitted by the employee during the twelve (12) months prior to the time of qualification or requalification.
 - 2. In the event the position is newly-created or the incumbent is newly-employed in the position, KLC Executive Management will estimate the amount of travel required during the first six (6) months of such employment to determine if the employee initially qualifies for assignment of a KLC vehicle.

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- (b) The employee's position must be specified by the KLC Executive Board as a position or which assignment of a KLC vehicle is considered part of the employee's compensation package.
- (2) An employee assigned a KLC vehicle on a permanent basis is subject to the following requirements:
 - (a) Mileage Logs: The employee shall maintain a log of his or her business travel, which records each trip's purpose and the odometer reading at the beginning and end of each trip. Each trip is to be shown as a separate entry on the log and trips between home and the office are to be listed individually. In recording business mileage, KLC and the employee assigned a KLC vehicle will comply with IRS definitions.
 - 1. Business-use mileage includes all mileage that is not defined as personal-use mileage. For example, mileage between an employee's residence and temporary work locations or between a temporary work location and residence or travel between work locations, either temporary locations or regular locations.
 - 2. The employee may use the KLC vehicle for personal use. Personal use includes travel from the employee's residence to KLC's office or from KLC's office to the employee's home, which is considered to be commuting miles and is reported as personal mileage.
 - (b) Reporting of Mileage: On a quarterly basis, the employee shall submit KLC business-use mileage and personal-use mileage. The employee shall submit his or her mileage log to the Accounting Department within fifteen (15) business days after the start of the following calendar quarter. The failure to report this information in a timely manner may result in the treatment of mileage as one hundred percent (100%) personal use. The employee may be liable for additional taxes as a result and may be required to reimburse KLC for use of the vehicle, and/or may be required to relinquish the vehicle until completed mileage reports are submitted.
 - (c) Personal-Use Fee: The personal-use fee is an assessment for an employee's use of a KLC vehicle for non-KLC business reasons. It reflects a reasonable sharing of the expenses including maintenance and gas for personal use, based on the average lease value of the car and the ratio of KLC business-use mileage to personal-use mileage.
 - 1. The personal-use fee is paid through payroll deduction. When an employee is assigned and accepts a KLC vehicle, he or she must authorize the personal-use payroll deduction by completing and submitting a Personal-Use Payroll Deduction Form to the Accounting Department. No assigned vehicle may be used until the form is completed and submitted.
 - 2. A new Personal-Use Payroll Deduction Form must be completed and submitted by the employee whenever there is a modification

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of the personal-use fee. When an employee discontinues using a KLC vehicle, the employee must authorize discontinuance of the personal-use payroll deduction by completing and submitting to the Accounting Department a Personal-Use Payroll Deduction Form showing a deduction of "0."

3. The personal-use fee will be reviewed annually, or more frequently at KLC's discretion. Employees shall be notified at least fifteen (15) calendar days in advance of the effective date of any change in the personal-use fee.
- (d) IRS Fringe Benefit Regulations: IRS regulations require tracking of business-use mileage and personal-use mileage of all KLC assigned vehicles. Accurate and timely reporting of business mileage and operating expenses is mandatory.
1. For purposes of establishing a value for personal use, KLC uses the annual lease value rule, based on the purchase price of the company vehicle as permitted under IRS regulations. KLC may change the basis of valuation at any time. Employees shall be notified at least fifteen (15) calendar days in advance of the effective date of any such change.
 2. An employee will have income attributed to him or her for the value of personal use. KLC will withhold FICA and Medicare taxes based on the imputed income. The taxable amount will be reported on the employee's W-2 tax form at year-end.
- (e) Gas Expense: An Employee shall submit receipts for refueling assigned vehicles in accordance with Policy 7.02 of this Handbook. On a quarterly basis, the employee shall reimburse KLC for the value of personal use of gasoline used in the assigned vehicle. The reimbursement amount shall be calculated using the total gas receipts for the quarter multiplied by the percentage of personal use for the quarter.
- (f) Maintenance, Inspection and Repairs: The employee is responsible for ensuring that routine maintenance on the vehicle, as specified in the owner's manual, and as KLC may specify in writing, is performed at the intervals specified in such documents. Service other than routine maintenance must be performed at the service center of a dealer for the vehicle, or as otherwise directed by KLC management.
- (g) KLC will arrange for license plates, registration certificates, and insurance cards. KLC pays local property taxes. The employee should not receive a tax bill.
- (h) An assigned vehicle shall be turned in no later than the last day of employment. A terminated employee shall not continue use of the car under any circumstances.

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- (3) In operating an assigned KLC vehicle:
 - (a) The employee shall not permit or give permission for any person besides the employee's spouse or another KLC employee to drive the KLC vehicle. Violation of this provision will subject the employee to disciplinary action.
 - (b) The employee shall follow the vehicle use policy as set forth in Policy 5.07 of this Handbook.
 - (c) The employee shall report vehicle accidents in accordance with Policy 5.08 of this Handbook.
- (4) Vehicles in the company car fleet will be replaced at KLC's discretion. In addition, KLC may, at its discretion, revoke a vehicle assignment at any time or otherwise change the position or work requirements of the employee.

History: Adopted by the KLC Executive Board on September 22, 2009. Amended by the KLC Executive Board on June 25, 2010.

7.10 – Purchasing and Procurement

- (1) The purpose of the KLC procurement policy is to ensure that KLC is receiving the best value possible in the purchase of products and services at the most reasonable cost. In determining the best value, KLC will consider the cost, quality, reliability, delivery, and support associated with the product or service.
- (2) PURCHASE OF PRODUCTS: KLC employees shall follow these guidelines in making purchases of products on behalf of KLC:
 - (a) Small Purchases: Budgeted purchases of products with a total cost less than \$5,000 shall be subject to comparison among competitive suppliers. A KLC employee shall make a reasonable effort to compare products and suppliers when making a purchase to ensure that KLC is receiving the best value. Current inventories shall be reviewed in order to avoid duplicative purchases.
 - (b) Purchases of products with a total value of more than \$5,000 and less than \$20,000 shall be based on the lowest and best quote of at least three (3) suppliers which shall be obtained on a competitive basis in order to obtain the maximum value for the expenditure.
 - 1. Unless an employee is otherwise approved by the Executive Director/CEO to obtain quotes and make a selection, the employee shall notify the Executive Projects Administrator of the need to make a purchase of products exceeding \$5,000 in cost. The Executive Projects Administrator shall ensure that funds have been approved in the KLC budget for the purchase and shall obtain quotes. The employee and the Executive Projects Administrator shall examine the cost, quality, reliability, delivery terms, and support associated with the product in selecting the lowest and best quote.



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2. In some situations it may not be practical to obtain quotes, such as emergency situations, uniqueness of the product to be purchased, there is a single provider, or the item is a replacement part. In these situations, the Executive Projects Administrator shall make the determination in writing that obtaining quotes is not practicable and will not otherwise serve the best interest of KLC. In this event, the Executive Projects Administrator and the employee shall enter into negotiations with a provider to obtain the best value for KLC and purchase the item without obtaining quotes.
 3. Once a product has been purchased using bids or quotes, additional purchases of the item for substantially the same price may be purchased from the same vendor for a period of two (2) years without obtaining additional quotes.
- (c) Purchases of products that exceed \$20,000 in cost shall be made in conformance with the Local Government Model Procurement Code, KRS 45A.345 to 45A.460, and other applicable law governing the purchases of products by city governments in Kentucky.
1. For purchases made on behalf of KLC, the KLC Finance Committee or other committee designed by the KLC Executive Board shall serve as the authority for purposes of receiving bids, opening bids, and final bid selection, unless the KLC Executive Board stipulates an alternative procedure applicable to a specific purchase.
 2. For purchases made using the funds of an affiliated organization, such as KLCIS, the governing board of the affiliated organization shall serve as the authority for receiving bids, opening bids, and final bid selection.
- (3) PURCHASE OF SERVICES: KLC employees shall follow these requirements in entering into contracts for services, including professional services:
- (a) Service contracts with a total cost less than \$5,000 shall be subject to comparison among competitive service providers. A KLC employee shall make a reasonable effort to compare services when entering into an agreement to ensure that KLC is receiving the best service at a reasonable cost.
 - (b) Service contracts that exceed \$5,000 in value are subject to the review of the Executive Director/CEO, the Chief Financial Officer, and the General Counsel, who shall each review the requested services and jointly determine whether competitive solicitation or receipt of quotes would serve the best interest of KLC or the affiliated organization. The Executive Director/CEO, Chief Financial Officer, and the General Counsel shall consider the nature of the services, the total costs, reliability and reputation of the providers, the abilities of the provider, time constraints, and any other reasonable factors in selecting the

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service provider that best fits the needs of KLC or the affiliated organization. In their review and joint determination, the Executive Director/CEO, Chief Financial Officer, and the General Counsel shall keep a record of their work that shall include a description of method used for selection of a provider and a detailed statement of the basis for the selection of a particular provider. Employees wishing to initiate examination of a service contract over \$5,000 shall submit a service contract selection request (KLC-HR Form 11) to the Executive Projects Administrator.

- (c) Service contracts that exceed \$50,000 in value shall be forwarded to the KLC Executive Board or other appropriate governing board of an affiliated organization for final approval. The information forwarded to the KLC Executive Board or other appropriate governing board shall include the record required under subsection (b) of this Section and all information related to competitive bids or quotes that were obtained.
- (4) If the purchase or contract includes a combination of products and services, the purchase shall be approved in conformance with Section 2 of this policy if the majority of the price relates to the purchase of the product or shall be approved in conformance with Section 3 of this policy if the majority of the total price relates to the purchase of a service.
- (5) If the purchase of products or services involves a written contract, the contract shall be reviewed by the KLC Legal Department in accordance with the Contract Review Policy as provided in Policy 7.12 of this Handbook.
- (6) In no event shall an employee participate in the decision or selection involving a vendor in which the employee or the employee's family member has a financial interest.
- (7) UNAUTHORIZED PURCHASES: Any employee who violates this policy may incur a personal obligation to the vendor of the expense incurred in addition to appropriate disciplinary action, up to and including dismissal.

History: Adopted by the KLC Executive Board on June 25, 2010.

7.11 – Disposal of Property

- (1) The purpose of this policy is to ensure that KLC and its affiliated organizations receive a fair value when selling or transferring property that is no longer needed or used. When it is determined that property is no longer useful or needed, the following requirements for disposition shall apply:
 - (a) Where the property has no remaining value or value of less than \$1,000, the property shall be disposed of in a manner consistent with the interest of KLC or the affiliated organization to be determined by the Executive Director/CEO.



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- (b) Where the property can be reasonably estimated to be in excess of \$1,000 in value, the property may be disposed of by making an assessment of its fair market value and transferred in any manner for the assessed value or greater. If the property cannot be transferred at the assessed value or greater, KLC or the affiliated organization shall openly advertise for competitive bidding, use online auction, or other competitive methods for disposal. Upon the receipt of bids, KLC or the affiliated organization shall transfer the property to the person or entity submitting the highest bid, as long as the highest bid represents at least sixty percent (60%) of the assessed value. Any bid submitted by a KLC member or member of the affiliated organization that is within ten percent (10%) of the highest non-member bid shall be given preference over the non-member bid. In the event that no bids are received meeting the requirements of this paragraph, KLC or the affiliated organization shall dispose of the property in a manner that attempts to obtain the maximum amount possible for the property.
 - (c) If it is determined that any property of KLC or an affiliated organization cannot be disposed of in the manner set forth in this policy, the matter shall be referred to the KLC Finance Committee or other committee designated by the KLC Executive Board, or the governing board of the affiliated organization, which shall make a determination as to the best method of valuation and disposition of the property.
- (2) In lieu of following the provisions of Section 1 of this policy, KLC or an affiliated organization may, upon the approval of the KLC Finance Committee or other committee designated by the KLC Executive Board, or the governing body of an affiliated organization, transfer surplus property to a governmental entity with or without compensation, or otherwise donate the surplus property to an individual or organization that intends to use the property in a way that furthers the mission of KLC or its affiliates.

History: Adopted by the KLC Executive Board on June 25, 2010.

7.12 – Contract Review and Execution Policy

- (1) All written contracts or contract renewals shall be reviewed by the General Counsel or his or her designee before execution.
- (2) Approval from a department director or member of executive management is required prior to requesting legal department staff to draft a contract on behalf of KLC.
- (3) An employee shall provide a copy of the contract or the information necessary for drafting of the contract to the General Counsel or his or her designee as soon as possible to expedite the review or drafting process.
- (4) All contracts made on behalf of KLC shall be signed by the Executive Director/CEO or his or her designee.

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- (5) A copy of all executed contracts must be provided to the Legal Department for tracking and filing purposes unless other arrangements have been made.

History: Adopted by the KLC Executive Board on June 25, 2010.

7.13 – Check Handling by KLC Employees

Any check or other form of payment received by a KLC employee shall be immediately presented to the Administrative Services Coordinator or his or her designee for deposit. The employee presenting the payment for deposit and the Administrative Services Coordinator or his or her designee shall sign the deposit log to certify the check was presented for deposit.

KLC OPERATIONAL PROCEDURES

CHAPTER 8



KLC OPERATIONAL PROCEDURES

8.01 – KLC Professional Development Requirements

- (1) Because KLC recognizes the importance of continued learning and employee development, KLC requires each employee to complete a minimum level of training and education each year. The purpose of the KLC Professional Development Program is to advance these priorities:
 - (a) Enhance the skills and abilities directly related to the individual employee's job responsibilities;
 - (b) Enable KLC employees to provide superior customer service to the member cities they serve;
 - (c) Maintain and improve interdepartmental communication within KLC;
 - (d) Minimize KLC's exposure to legal liability; and
 - (e) Familiarize KLC employees and supervisors with KLC policies, philosophies, and technology.
- (2) All KLC employees shall meet the following minimum requirements for each fiscal year (July 1- June 30):
 - (a) Workplace Issues Training: Courses on workplace issues training focus on a variety of issues related to employee conduct in the workplace, such as harassment training, diversity training, workplace violence, and training on KLC policies and procedures. The specific training requirements will be determined by executive management and announced to employees in advance. Attendance for these trainings is mandatory for all employees.
 - (b) Technology Training: Courses in technology focus on the most commonly used technology applications used by KLC or by the particular employee. KLC's Information Technology staff will track areas of need to pinpoint areas for focused training. As new technologies are introduced in KLC, the Information Technology staff will provide training for employees to familiarize themselves with new applications.
 - (c) Ethics Training: Courses related to ethics discuss the principles of business ethics and how they apply to a variety of situations in the workplace. These courses are provided by KLC or a designee and are available in some instances on the KLC Online University.
 - (d) Attendance at One City Council Meeting or Commission Meeting: Employees shall attend at least one meeting of a city legislative body during each fiscal year. Employee's may attend their city's meeting or may attend a meeting of the Lexington-Fayette Urban County Government Council, some of which are held during work hours. The attendance time at the meeting is subject to the approval of the employee's immediate supervisor.

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- (3) In addition to the minimum annual requirements established in Section 2 of this policy, KLC encourages the completion of additional training by an employee that relates directly to his or her particular job function within KLC. Subject to the approval of the employee's immediate supervisor, an employee may use the following types of training:
- (a) Professional development or continuing education requirements to maintain a license or certification.
 - (b) KLC Online University courses, which may be held in the KLC IT Lab, subject to availability.
 - (c) Content development and presentation of a training workshop or workshops.
 - (d) Attendance and participation in a KLC-sponsored brownbag session.
 - (e) Attendance at workshop presentations at the KLC annual conference, the KLC City Official's Academy, or at association-sponsored workshops and conferences.
 - (f) Utilization of the KLC resource library.
 - (g) Job Shadowing: Work shadowing is encouraged as a means of enabling employees to gain a deeper knowledge of KLC and all of its components, improve communications between departments, help employees understand the roles of others, and to enhance career development. By agreement between the supervisor in the employee's department and the supervisor over the department of the employee to be "shadowed," the employee may shadow the work of another employee for a time to be determined by the supervisors. Job shadowing is limited for employees to only one (1) time per year.
- (4) Procedural Requirements for the Program: Employees shall meet with their immediate supervisors by March 1 of each year to develop a professional development plan for the fiscal year.
- (a) The plan shall be set out in writing using the Professional Development Plan Form (KLC-HR Form 13). The plan shall be completed by the employee and his or her supervisor, signed by both parties, and submitted to the Leadership Training Center.
 - (b) KLC employees shall submit a copy of the Travel, Meeting, and Conference Request Form (KLC-HR Form 10) for any training not provided by KLC or sponsored by KLC.
 - (c) Supervisors shall conduct a quarterly review with the employee to determine the progress of each employee in meeting the objectives contained in the professional development plan. Based on the review, the supervisor and the employee may adjust criteria or establish alternative or additional goals for future quarters.

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- (5) The professional development plan shall also be governed under the following additional guidelines:
- (a) In addition to supervisor approval, all outside training is subject to the KLC travel and business reimbursement policies contained in Policy 7.02 and Policy 7.04 of this Handbook;
 - (b) The KLC Professional Development Program is administered by the KLC Leadership Training Center Coordinator/Administrator. The Leadership Training Center will make staff aware of training opportunities and shall serve as an additional advisor to staff in assisting in the successful completion of training. However, it is the sole responsibility of the individual employee to ensure that the minimum requirements are met.
 - (c) The KLC Leadership Training Center will maintain a record on each employee and will issue quarterly reports to staff and supervisors regarding the progress of each employee. Near the end of the fiscal year, the Leadership Training Center will issue a report to the Human Resources Director and Executive Management regarding the progress of each KLC employee. Any dispute about records shall be resolved by the Director of Human Resources.
 - (d) The annual training requirements shall not apply to an employee until his or her first full fiscal year of employment, provided that a new employee shall attend any mandatory workplace issues training designated by executive management.
 - (e) In the event that training paid for by KLC leads to a professional certification, designation, or license for the employee, KLC may require the employee to enter into a contract with KLC for the repayment of the cost of the training in the event the employee terminates employment with KLC within a specified period of time after completion of the training.

8.02 – Media Contacts and Communications

- (1) MEDIA REQUESTS: The Executive Director/CEO serves as the chief media spokesperson for KLC. All media requests shall be directed to KLC's senior communications official, who is responsible for determining the KLC staff person most appropriate to make a response. Under certain circumstances, staff members may be directed to respond to the media request when matters touch upon their special areas of expertise. Any employee directly contacted or approached by the media for comments on issues related to KLC or its member cities shall contact KLC Communications prior to making a response.
- (2) NEWS RELEASES AND MEDIA ADVISORIES: To ensure quality and appropriate formatting, all KLC contacts shall originate from the KLC Communications Department. One to two week's notice to generate releases is standard. The Communications staff will work with KLC staff and members on releases pertaining to "breaking news" as needed.

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- (3) PUBLICATIONS: To ensure quality and consistent branding, all KLC publications shall originate from the KLC Communications Department. Copy should be as complete as possible before it is given to the Communications Department. Ideally, to create a small publication or template, one week is typically enough notice for projects. For large publications, a pre-design review of the project will occur with the staff requesting it and the Communications Department.
- (4) GENERAL MARKETING: Members of the KLC Communications Department will consult with all departments on overall promotion, marketing and communications strategy as needed to ensure that work is targeted, timely, and non-duplicative.

8.03 – Requests for Information about KLC Members

- (1) KLC shall not release the personal information of city officers or other individuals within the KLC database to external persons or entities without first obtaining prior written authorization from the persons whose information is to be released.
- (2) For the purposes of this policy “personal information” includes home addresses, home telephone numbers, home fax numbers, personal email addresses, personal mobile phone numbers, and social security numbers or other vital information or statistics that relate to a specific person that is not generally available to the public and is stored and maintained by KLC in its database.

8.04 – Requests for KLC Records

- (1) A KLC employee who receives a request for a KLC record under the Kentucky Open Records Act shall forward the request to the KLC General Counsel, who serves as the official custodian of the records of KLC.
- (2) KLC is subject to the Kentucky Open Records Act and has adopted the following policy to govern open records requests:
 - (a) Pursuant to KRS 61.870 to 61.884, the public is notified that the public records of the Kentucky League of Cities (KLC) are open for inspection by any person on written application to KLC. KLC’s main business address is 100 East Vine Street, Suite 800, Lexington, Kentucky 40507. Regular business hours are from 8:30 a.m. to 5:00 p.m., Monday through Friday, each week, except holidays. Application forms for the inspection of public records of this agency will be furnished, upon request to the custodian of records. The designated custodian of records for KLC is the General Counsel. Assistance in completing the application form will be provided by a KLC employee on request.
 - (b) Applicants for the inspection of public records shall be advised of the availability of the records requested for inspection, and shall be notified in writing not later than three (3) working days after receipt of an application



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for inspection of any reason the records requested are not available for public inspection.

- (c) An applicant within the county may be required by KLC to inspect the public records described in the written application within the offices of KLC during the regular business hours. Suitable facilities will be made available for exercise of this right. At no time shall any applicant remove public records from the offices of KLC.
- (d) Copies of written material in the public records of this agency shall be furnished to any person requesting them for a non-commercial purpose, on payment of a fee of ten (10) cents per page; copies of nonwritten records (photographs, maps, material stored in computer files or libraries, etc.) shall be furnished on request, on payment of a charge equal to the actual cost of producing copies of such records by the most economical process not likely to damage or alter the record. All costs are required to be paid in advance of receiving the copies. Any requestor that resides outside of the county requesting mailed copies shall also pay the cost of postage for mailing such copies in advance of the receipt of the copies.

8.05 – Electronic Message Retention and Backup Policy

- (1) The email retention and backup policy is intended to establish organization-wide requirements for the maintenance, storage, and backup of electronic mail messages (email) on all KLC mail servers.
- (2) Email messages older than ninety (90) days will be permanently deleted from any Microsoft Outlook mail folder. Email messages in an individual employee's "Deleted Items" folder will be permanently deleted within three (3) days of deposit in the "Deleted Items" folder. Any individual who wishes to save an email message beyond ninety (90) days must save the record as part of the individual employee's separate electronic filing system.
- (3) The Microsoft Exchange Data Store will be backed up to tape each business day for the sole purpose of restoring the entire email database in the event of a disaster. Back-up tapes shall be retained for a period of 120 days. Thereafter, backup tapes will be destroyed or overwritten. Email messages will not be moved to an Outlook Archive file (.pst file) at any time. Individual email messages can not be restored after they have been permanently deleted.
- (4) This policy shall not apply to automatically generated emails reflecting a customer's transaction with KLC.
- (5) This policy may be suspended at any time, in full or in part, by the Executive Director/ CEO or Deputy Executive Director, in consultation with the General Counsel, upon the submission of a written statement to the Chief Information Officer. The written

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statement shall provide instruction to KLC Information Technology staff on the dates of suspension and to which accounts the suspension shall apply.

8.06 – Mail Handling Procedures

In order to facilitate efficient mailing, KLC staff shall comply with the following procedures:

- (a) All outgoing mail (except packages and special processing) should be addressed, sealed, and in the 7th floor service area mail basket by 3:15 p.m., in order to meet the 3:30 p.m. pickup deadline.
- (b) All packages (wider than 12" or thicker than 2") should be addressed, sealed, and in the 7th floor service area, adjacent to the mail basket, by 3:00 p.m., in order to route to the offsite postal service.
- (c) All Federal Express envelopes/packages should be in the 7th floor service area by 4:15 p.m. to meet the 4:30 p.m. pickup deadline.
- (d) Any item received after the pickup deadline will be processed in the next business day's mail.
- (e) Mailings in excess of 400 pieces are considered "bulk" and should be brought to the mail processor's attention in advance of the delivery date. Bulk mailings with various weights should be separated, if possible.
- (f) Should you need assistance in preparing your outgoing mail, please see the mail processor. The mail processor will make every effort to accommodate any "emergency needs" should they arise.

8.07 – Employee Use of Outlook Calendars and "Out of Office Notifications"

- (1) Employees are responsible for keeping their Outlook Calendars up to date and shall share their free/busy information with the entire office staff for meeting planning purposes.
- (2) Employees who are out of the office and cannot be reached by either phone or email are responsible for using the "Out of Office Assistant" feature on Outlook and updating their work voice mail to reflect the fact that they are unavailable. Employees may make other arrangements to ensure members who make contact are informed of their status, such as forwarding calls to their KLC mobile phone or answering emails on a KLC-issued PDA.

APPENDIX – KLC EMPLOYEE FORMS

CHAPTER 9



APPENDIX – KLC EMPLOYEE FORMS

KLC-HR Form 01 – Handbook Acknowledgement Form

KLC-HR Form 02 – Report of Work-Related Injury Form – Workers' Compensation Form

KLC-HR Form 03 – Sick Leave Bank Registration Form

KLC-HR Form 04 – Application for Use of Sick Leave Bank Time Form

KLC-HR Form 05 – FMLA Absence Request Form

KLC-HR Form 06 – FMLA Medical Certification Form

KLC-HR Form 07 – FMLA Medical Update Form

KLC-HR Form 08 – FMLA Medical Release to Return to Work Form

KLC-HR Form 09 – Financial Disclosure/Conflict of Interest Form

KLC-HR Form 10 – Travel, Meeting and Conference Request Form

KLC-HR Form 11 – Service Contract Selection Request Form

KLC-HR Form 12 – Complaint Form

KLC-HR Form 13 – Professional Development Plan Form

KLC-HR Form 14 – Change in Personal Information Form

KLC-HR Form 15 – Disciplinary Form

KLC EMPLOYEE FORMS – KLC-HR FORM 01

HANDBOOK ACKNOWLEDGEMENT FORM

I certify that I have received a copy of the *Kentucky League of Cities Employee Handbook* and have read and fully understand the contents. I have had an opportunity to ask my supervisor or the management personnel any questions that I have about the policies contained in the handbook. I understand that failure to comply with KLC's policies and rules may result in disciplinary action up to and including discharge.

I understand that the *Kentucky League of Cities Employee Handbook* is not a contract of employment, express or implied, and that my employment is at-will, for no specific period of time and may be terminated at any time by me or the Kentucky League of Cities. No officer, manager, or other representative has any authority to enter into any agreement, oral or written, for employment for any specified period of time, or to make any agreement contrary to the foregoing unless approved by action of the Executive Director/CEO.

I understand that the *Kentucky League of Cities Employee Handbook* is a guide for common working practices and procedures at KLC and that KLC reserves the right to revise, terminate, or add to the *Employee Handbook* with or without notice at any time.

Employee Name

Date

Employee Signature



KLC EMPLOYEE FORMS – KLC-HR FORM 02

REPORT OF WORK-RELATED INJURY FORM

IA-1 WORKERS COMPENSATION – FIRST REPORT OF INJURY OR ILLNESS

General	Employer (Name & Address incl. zip)				Carrier/Administrator Claim Number				Report Purpose Code																										
	Sic Code				Employer FEIN				Jurisdiction				Jurisdiction Claim Number																						
									Insured Report Number																										
									Employer's Location Address (if different)								Location No.																		
Carrier (Name, Address & Phone Number)								Policy Period				Claims Admin (Name, Address & Phone Number)																							
Carrier FEIN								Policy Number or Self-Insured Number								Administrator FEIN																			
																				Agent Name & Code Number															
Legal Name (Last, First, Middle)								Date of Birth				Social Security Number				Date Hired				State of Hire															
Address (Incl. Zip)								Sex				Marital Status				Occupation/Job Title																			
								<input type="checkbox"/> Male				<input type="checkbox"/> Unmarried/Single/Div.				Employment Status																			
								<input type="checkbox"/> Female				<input type="checkbox"/> Married																							
Phone								No. of Dependents				<input type="checkbox"/> Unknown				NCCI Class Code																			
Wage Rate \$								<input type="checkbox"/> Day				<input type="checkbox"/> Month				# Days Worked/WK				Full Pay for Date of Injury?				<input type="checkbox"/> Yes <input type="checkbox"/> No											
								<input type="checkbox"/> Week				<input type="checkbox"/> Other				# Hrs Worked per Day				Did Salary Continue?				<input type="checkbox"/> Yes <input type="checkbox"/> No											
Time Employee Began Work								<input type="checkbox"/> AM <input type="checkbox"/> PM				Date of Injury or Illness				Time Occurred				<input type="checkbox"/> AM <input type="checkbox"/> PM				Last Work Date				Date Employer Notified				Date Disability Began			
Employer Contact Name/Phone Number								Type of Illness/Injury								Part of Body Affected																			
Did Injury/Illness Exposure Occur on Employer's Premises?								Yes <input type="checkbox"/> No <input type="checkbox"/>				Type of Illness/Injury Code								Part of Body Affected Code															
Department or location where accident or illness exposure occurred								All Equipment, Materials, or Chemicals Employee was using when accident or illness exposure occurred.																											
Specific Activity the Employee was engaged in when the accident or illness exposure occurred.								Work Process the Employee Was Engaged in when accident or illness exposure occurred.																											
How injury or illness/abnormal health condition occurred. Describe the sequence of events and include any objects or substances that directly injured the employee or made the employee ill.								Cause of Injury Code																											
Date Returned to Work								If Fatal, Date of Death								Were Safeguards or Safety Equipment Provided?								<input type="checkbox"/> Yes <input type="checkbox"/> No											
																Were they used?								<input type="checkbox"/> Yes <input type="checkbox"/> No											
Physician/Health Care Provider (Name & Address)								Hospital (Name & Address)								Initial Treatment																			
																0 <input type="checkbox"/> No Medical Treatment																			
																1 <input type="checkbox"/> Minor: By Employer																			
																2 <input type="checkbox"/> Minor Clinic/Hosp																			
																3 <input type="checkbox"/> Emergency Care																			
																4 <input type="checkbox"/> Hospitalized > 24 hr.																			
																5 <input type="checkbox"/> Future Major Medical/Lost Time Anticipated																			
Witness to Accident (Name & Phone Number)																																			
Date Administrator Notified								Date Prepared				Preparer's Name & Title								Preparer's Phone Number															
IA-1 (2/95)								SEE NEXT PAGE FOR IMPORTANT STATE INFORMATION/SIGNATURE																											

REPRINTED WITH PERMISSION OF IAIABC

Applicable in Alaska

A person who willfully makes a false or misleading statement or representation for the purpose of obtaining or denying a benefit or payment is guilty of theft by deception.

Applicable in Arkansas

Any person or entity who willfully and knowingly makes any material false statement or representation for the purpose of obtaining any benefit or payment, or for the purpose of defeating or wrongfully decreasing any claim for benefit or payment or obtaining or avoiding worker's compensation coverage or avoiding payment of the proper insurance premium (or who aids and abets for either said purpose), under this chapter shall be guilty of a Class D. felony.

Applicable in California

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

Applicable in Connecticut

This form must be completed in its entirety. Any person who intentionally misrepresents or intentionally fails to disclose any material fact related to a claimed injury may be guilty of a felony.

Applicable in Delaware and Oklahoma

Any person who, knowingly and with intent to injure, defraud, or deceive any Insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony. The lack of such a statement shall not constitute a defense against prosecution under this section. *Delaware Statutes Regulation: Del #C Section 913(B)

Applicable in Florida

Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company or self-insured program, files any statement of claim containing any false or misleading information is guilty of a felony of the third degree.

Applicable in Idaho

Any person who Knowingly and with the intent to injure, Defraud, or Deceive any Insurance Company, Files a Statement of Claim Containing any False, Incomplete or Misleading information is Guilty of a Felony.

Applicable in Indiana

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Applicable in Kentucky and New York

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. In New York, such person shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicable in Michigan

Any person who knowingly and with intent to injure or defraud any insurer submits a claim containing any false, incomplete, or misleading information shall, upon conviction, be subject to imprisonment for up to one year for a misdemeanor conviction or up to ten years for a felony conviction and payment of a fine of up to \$5,000.00.

Applicable in Minnesota

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in Nevada

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

Applicable in New Hampshire

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Applicable in New Jersey

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Applicable in Ohio

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Pennsylvania

Any person who knowingly and with intent to injure or defraud any insurer files a claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years or payment of a fine of up to \$50,000.

Applicable in Utah

Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

EMPLOYEE SIGNATURE:
IA-1 (2-95)

KLC EMPLOYEE FORMS – KLC-HR FORM 03

SICK LEAVE BANK REGISTRATION FORM

Name of Donor _____

Department _____

I hereby certify that this donation is given without expectation or promise for any purpose other than that stated in the Kentucky League of Cities Sick Leave Bank Policy. I also understand that I must make an initial donation of fifteen (15) hours of sick leave time to participate in the sick leave bank program, and that I will be assessed 7.5 hours per year for the following three years to continue participation. In addition, I acknowledge that I will be assessed 7.5 hours every other year beginning on the fifth year of participation in the sick bank program. I may also be required to donate additional donations of sick leave time when the Sick Leave Bank falls below a certain monetary value, as determined by the executive management.

Signature of Donor

Date

This is to certify that the employee named above has a sufficient sick leave balance to donate the hours indicated in the Kentucky League of Cities Sick Leave Bank Policy.

Signature of Sick Leave Bank Administrator

Date

To be completed by donor's payroll officer

Donor's sick leave balance: _____ - donation _____ = _____ sick leave balance

Copies to: Employee Personnel File
 Employee

Revised 12/06



KLC EMPLOYEE FORMS – KLC-HR FORM 04

APPLICATION FOR USE OF SICK LEAVE BANK TIME FORM

Name of Requestor _____

A KLC employee actively participating in the Sick Leave Bank Program is eligible to receive a maximum of six (6) weeks or 225 hours for the employee's own serious health condition. An employee is limited to a maximum amount of time equal to any portion of FMLA leave that would otherwise be unpaid to care for an immediate family member experiencing a serious health condition.

Request for sick leave bank time.

Date From _____ To _____ Total Days/Hours Requested _____

Explanation of serious health condition of employee or employee's immediate family member.

Note: The Director of Human Resources and the recipient's immediate supervisor may request additional documentation and certification to confirm the serious health condition.

Signature of Recipient _____ Date _____

☐ **Approved** _____ **Date** _____

☐ From _____ To _____ Total Hours _____

☐ Or Incremental Time Approved as Follows _____

☐ **Denied** _____ **Date** _____

Reason for denial:

- ☐ Paid leave not exhausted
- ☐ Not a serious health condition as defined by the Family Medical Leave Act
- ☐ Not an immediate family member as defined by the Family Medical Leave Act
- ☐ Job-related injury covered by workers' compensation
- ☐ Documented abuse of the Sick Leave Policy in the previous twenty-four (24) months
- ☐ Not an enrolled member of the Sick Leave Bank
- ☐ Other _____

Copies to: Employee Personnel File
Employee
Manager/Director



KLC EMPLOYEE FORMS – KLC-HR FORM 05

FAMILY AND MEDICAL LEAVE ACT ABSENCE REQUEST FORM

I, _____, request to be placed on Kentucky League of City's (KLC) family and medical leave of absence based on medical certification from a health care provider on the attached Form KLC –HR Form 06 or documentation related to adoption or foster care placement.

Reason For Leave of Absence

- ☐ The birth of a child, or placement of a child with me for adoption or foster care.
- ☐ My own serious health condition.
- ☐ Because I need to care for ☐ spouse; ☐ child; ☐ parent due to his/her own serious health condition.
- ☐ Because of a qualifying exigency arising out of the fact that my spouse; son or daughter; parent is on active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- ☐ Because I am the ☐ spouse; ☐ son or ☐ daughter; ☐ parent: next of kin of a covered service member with a serious injury or illness.

Family and Medical Leave Start Date _____

Family and Medical Leave End Date _____

Request for Intermittent Family Medical Leave, or reduced work schedule including duration (cannot be used for birth of a child, a placement of child for adoption or foster care).

I understand that I must first use all of my personal, vacation and compensatory time and accrued sick leave (in the case of employee health condition or a health condition of child, spouse, or parent if they are living in the same household as the employee) at the beginning of my family and medical leave of absence before the unpaid portion begins.

Employee Signature _____ Date _____



KLC EMPLOYEE FORMS – KLC-HR FORM 06

FAMILY AND MEDICAL LEAVE ACT MEDICAL CERTIFICATION FORM

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition or the need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the employee's health care provider or the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer Name and Contact _____

Kentucky League of Cities Martha Cosby, HR Director - 859-977-3700

Employee's Job Title _____

Regular Work Schedule _____

Only fill this section out if this is in regards to employee's serious health condition.

Employee's Essential Job Functions _____

Check if job description is attached. _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to the medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition or to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete



and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your Name: _____
First Middle Last

Only fill this section out if this is in regards to a family member's serious health condition.

Name of family member for whom you will provide care.

First Middle Last

Relationship of family member to you. _____
If family member is a son or daughter, date of birth. _____

Describe care you will provide to your family member and estimate leave needed to provide care. _____

Employee Signature _____ Date _____

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above is either your patient, or is requesting leave under FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee or employee's family member is seeking leave. Please be sure to sign the form on the last page.

Provider's Name and Business Address _____

Type of Practice/Medical Specialty _____

Telephone () _____ Fax () _____

Part A: Medical Facts

1. Approximate date condition commenced. _____

2. Probable duration of condition. _____

Mark below as Applicable

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility? ☐ No ☐ Yes If so, dates of admission. _____

Date(s) you treated the patient for condition. _____

Will the patient need to have treatment visits at least twice per year due to the condition?
☐ No ☐ Yes

Was medication, other than over-the-counter medication, prescribed? ☐ No ☐ Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? ☐ No ☐ Yes If so, state the nature of such treatments and expected duration of treatment: _____

3. Is the medical condition pregnancy? ☐ No ☐ Yes If so, expected delivery date. _____

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment).

5. If this is an employee related serious health condition answer the following.

Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition?
☐ No ☐ Yes

If so, identify the job functions the employee is unable to perform.

Part B: Amount of Leave Needed

6. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ☐ No ☐ Yes

If so, estimate the beginning and ending dates for the period of incapacity.

7. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the patient's medical condition? ☐ No ☐ Yes

If so, are the treatments or the reduced number of hours of work medically necessary?
☐ No ☐ Yes

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period.

If the patient is the employee, estimate the part-time or reduced work schedule the employee needs, if any. _____ hour(s) per day; _____ days per week from _____ through _____

8. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ☐ No ☐ Yes

Is it medically necessary for the employee to be absent from work during the flare-ups?
☐ No ☐ Yes If so, explain. _____

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency _____ times per _____ week(s) _____ month(s)

Duration _____ hours or _____ day(s) per episode

9. If the employee is the caregiver of the patient, answer the following.

If this is a request to care for a family member, will the patient need care during this time?
☐ No ☐ Yes ☐ NA

If so, explain the care needed by the patient and why such care is medically necessary.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period.

Will the patient require care on an intermittent or reduced basis, including any time for recovery? ☐ No ☐ Yes

Estimate the hours the patient needs care on an intermittent basis, if any. _____ hour(s) per day _____ days per week from _____ through _____

Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ☐ No ☐ Yes

Based upon the patient’s medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next six (6) months (e.g., 1 episode every 3 months lasting 1-2 days),

Frequency _____ times per _____ week(s) _____ month(s)

Duration _____ hours or _____ day(s) per episode

Does the patient need care during these flare-ups? ☐ No ☐ Yes

Explain the care needed by the patient, and why such care is medically necessary.

Additional Information: Identify question number with your additional answer.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.**

KLC EMPLOYEE FORMS – KLC-HR FORM 07

FMLA MEDICAL UPDATE FORM

For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above is either your patient, or is requesting continuation of leave under FMLA to care for your patient. Based on the attached original Medical Certification for FMLA please advise as to any changes since the last certification form was filled out by you. Answer, fully and completely, all applicable changes. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee or employee's family member is seeking continued leave. Please be sure to sign the form on the last page.

Provider's Name and Business Address _____

Type of Practice/Medical Specialty _____

Telephone () Fax ()

Fax () Fax ()

CHANGES IN MEDICAL CERTIFICATION: Identify question number in the original certification with your response.

[illegible]

Signature of Health Care Provider

120

KLC EMPLOYEE FORMS – KLC-HR FORM 08

FMLA MEDICAL RELEASE TO RETURN TO WORK FORM

(To be completed by treating health care provider.)

Due Date of Form _____

Employee Name _____

Position _____

Department _____

NOTE TO THE EMPLOYEE: It is the responsibility of the employee to have his or her treating physician(s) complete this form. It is the responsibility of the employee to ensure that the form is returned to KLC by _____.

Health Care Provider Instructions

Complete this section by marking the applicable statements, providing the requested information, and sign and date where indicated. You may provide comments on a separate sheet if you need additional space. Please review the attached list of essential job functions in answering the following questions.

1. Please review the attached list of essential job functions. Is the employee currently able to perform the essential function of his or her job?
☐ No ☐ Yes ☐ Yes, with restrictions and/or accommodations.

2. In reviewing the list of essential functions of the employee's job, list any medically necessary restrictions that the employee has in returning to active employment.

3. Are the medically necessary restrictions permanent or temporary? If temporary, please describe an anticipated time-line for the employee to reach maximum medical improvement. ☐ Permanent ☐ Temporary



4. If the medical condition of the employee will change over time, please describe these changes as they relate the capability of the employee to perform the essential functions of his or her job.

5. Is there other information related to work that KLC should be aware of that would assist the employee in a successful return to active employment?

Name of Health Care Provider _____

Specialty _____

Address _____

Signature of Health Care Provider _____

Date _____

KLC EMPLOYEE FORMS – KLC-HR FORM 09

FINANCIAL DISCLOSURE/CONFLICT OF INTEREST FORM

Purpose

Pursuant to policy adopted by the Kentucky League of Cities (KLC) Executive Board, every Executive Board Director, Director of a KLC subsidiary or employee of KLC is required to complete and sign a Financial Disclosure/Conflict of Interest Statement annually or an Amended Statement any time a potential conflict of interest may arise.

Please Check One ☐ Annual Statement ☐ Amended Statement

Director/Employee Information

Name _____

Position: (check all that apply)

- ☐ Director KLC Executive Board
- ☐ Director of KLC Subsidiary (KLCPFC or KLCIA)
- ☐ Employee

Current Address

a. Business Address (including phone number) if other than KLC

b. Home Address

Occupation(s)

a. Director/Employee

b. Spouse of Director/Employee

Financial Disclosure

Please disclose, for you or any immediate family member (defined as a spouse, parent, sibling, grandparent, grandchild or child), any financial interest in any company or firm that does business with KLC, any entity that is organizationally related to KLC, or any Kentucky city. For purposes of answering this question, "financial interest" does not include any agreement,



arrangement or relationship which is based on terms offered to the general public (i.e. bank accounts). _____

Please disclose if interest listed above is greater than or equal to five (5) percent.

Conflicts of Interest

Please disclose, for you or any immediate family member (defined as a spouse, parent, sibling, grandparent, grandchild or child), the following:

1. Any personal financial interests, direct or indirect, not listed in answer to the "Financial Disclosure" section above, that could conflict or appear to conflict with the director/employee's duties and responsibilities to KLC or any of its related organizations.

2. Any acceptance of employment or compensation from any League members (other than the city you represent as a city official), contractors, supplier or vendors.

3. Any interest in property, tangible or intangible, or any other assets or business that may constitute or cause a conflict of interest with your duties as a KLC employee or Board member? _____

Notice

Any employee who knowingly and willfully provides false, misleading or incomplete information on this form shall be subject to disciplinary action, up to and including termination. Any Board member who knowingly and willfully provides false, misleading or incomplete information on this form shall be subject to disciplinary action, up to and including removal from the Board.

Signature

Date

KLC EMPLOYEE FORMS – KLC-HR FORM 10

TRAVEL, MEETING AND CONFERENCE REQUEST FORM

This section to be filled out prior to the event.

Name _____

Director Approval _____ Executive Approval _____

Department _____ Bucket _____

Meeting Title _____ Meeting Date _____

Meeting Location _____

Hotel Request (Please attach request form.) ☐ No ☐ Yes Flight Request ☐ No ☐ Yes

Reason for Attendance _____ Estimate Cost _____

1. What important information did you obtain during this meeting?

2. What information should be communicated to our member cities, if any?

3. What information should be communicated to staff, if any?

4. Who internally should get this information?

5. Is this a meeting or event that we should continue to attend? ☐ No ☐ Yes
Please explain why or why not.

6. General Comments (Please use the back for additional comments.)

Communication Needed

Method: ☐ City Magazine ☐ Email ☐ KLC Direct ☐ Legislative Alert ☐ Website

Audience: ☐ Board of Directors ☐ Legislative Committee
☐ Executive Board ☐ Member Cities

Other (specified audience, i.e. city clerks, city managers, association, etc.)



Reviewed by *(after the event)*

Actual Cost _____

Manager	<input type="checkbox"/> comment	_____
Director	<input type="checkbox"/> comment	_____
Executive Staff	<input type="checkbox"/> comment	_____
Executive Staff	<input type="checkbox"/> comment	_____
Executive Staff	<input type="checkbox"/> comment	_____

Please return this form to the Executive Projects Administrator within one week of the meeting unless immediate communication is needed.

KLC EMPLOYEE FORMS – KLC-HR FORM 11

SERVICE CONTRACT SELECTION REQUEST FORM

Date _____ Department _____

Contact Person _____

Contract _____

Contract Term From _____ To _____

Total Contract Cost to KLC _____

Last Date Contract Was Renewed (if any) _____

Summary Description and Purpose of Contract _____

Preferred Vendor Name (if any) _____

Why do you prefer or recommend this vendor? _____

Were other vendors considered? If so, who (please list pertinent comparison information)? If not, why not? _____

Please attach any research and/or supporting documentation.

Recommendation _____



KLC EMPLOYEE FORMS – KLC-HR FORM 12

COMPLAINT FORM

Employee Information

Name _____ Job Title _____

Complaint Information

Date of Occurrence _____

Have you discussed this issue with your Director or Manager? ☐ Yes ☐ No

Date(s) of Discussion _____ Director or Manager's Name _____

Issue of Complaint

List specific problem(s)/issue(s). _____

For clarification of the issues of your complaint, please provide statements regarding the unfavorable employment condition which is the subject of this complaint. (Describe what happened, when and where, how your employment has been affected, and indicate names of others involved. Attach any supporting documentation.) _____

List of persons with knowledge of problem. _____

My signature indicates that the information contained on this form and attachments to this form are true and factual to the best of my knowledge.

Employee's Signature

Date

Signature of Human Resources Director

Date Received



KLC EMPLOYEE FORMS – KLC-HR FORM 13

PROFESSIONAL DEVELOPMENT PLAN FORM

Employee Information

Name _____

Job Title _____

Proposed Training for Fiscal Year _____ - _____

Mandatory Training

Workplace Issues

Attendance at One City Council or Commission Meeting

Technology Training

Ethics Training

Other _____

In addition to the mandatory training listed above, list any additional training that will be taken by the employee:

Training	Date	Approximate Cost

I understand that the above listed training is subject to budget approval and may change at the discretion of my Director or Executive Management.

Employee's Signature

Date

Director's Signature

Date

Copy Received by Leadership Training Center

Signature

Date



QUARTERLY UPDATE

First Quarter

☐ On target

☐ Not on target

If not on target what needs to be done? _____

Employee's Signature

Date

Director's Signature

Date

Second Quarter

☐ On target

☐ Not on target

If not on target what needs to be done? _____

Employee's Signature

Date

Director's Signature

Date

Third Quarter

☐ On target

☐ Not on target

If not on target what needs to be done? _____

Employee's Signature

Date

Director's Signature

Date

Fourth Quarter

☐ On target

☐ Not on target

If not on target what needs to be done? _____

Employee's Signature

Date

Director's Signature

Date

KLC EMPLOYEE FORMS – KLC-HR FORM 14

CHANGE IN PERSONAL INFORMATION FORM

Employee Name _____

Employee Title _____

Type of Change

☐ Address

☐ Phone

*Any status changes (i.e., marital status, birth of child, etc.) should be documented on the **Change in Status/Termination Election Form, Section 125 Cafeteria Plan** form as outlined in Chapter 3 of the Employee Handbook.*

New Information _____

KLC EMPLOYEE FORMS – KLC-HR FORM 15

DISCIPLINARY FORM

Employee _____ Date _____

Supervisor _____ Position _____

The following is

☐ Oral Warning

☐ 2nd Written Warning

☐ 1st Written Warning

☐ Suspension

Problem _____

Recommended Action to Correct Problem _____

My signature indicates I have been informed of a problem with my performance on the job and that I understand the recommended action which should be taken to correct my behavior.

Employee's Signature

Date

Supervisor's Signature

Date

Signature of the Human Resources Director

Date

Failure to correct this behavior will result in further progressive discipline up to and including termination of your employment.



