



**City of Auburn**

1101 J Street  
Auburn, Nebraska 68305

402-274-3420  
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www.auburn.ne.gov

**MAYOR**

Scott Kudrna

**COUNCIL MEMBERS**

- Katy Billings
- Mitch Bishop
- Shawn Clark
- Frank Critser
- Larry Holtzman
- Mary Kruger

**CALL, AND NOTICE OF SPECIAL MEETING  
OF THE MAYOR AND CITY COUNCIL OF  
THE CITY OF AUBURN, NEMAHA  
COUNTY, NEBRASKA**

STATE OF NEBRASKA )  
COUNTY OF NEMAHA ) ss.  
CITY OF AUBURN )

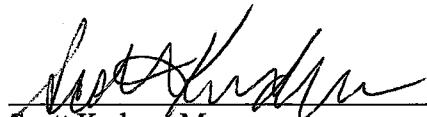
TO THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF AUBURN,  
NEMAHA COUNTY, NEBRASKA, AND TO WHOM IT MAY CONCERN:

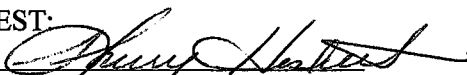
A SPECIAL MEETING OF THE MAYOR AND THE CITY COUNCIL OF THE  
CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA, is hereby called to be  
held at the City Hall at 1101 "J" Street in the City of Auburn, Nemaha County,  
Nebraska, on the 26<sup>th</sup> day of November, 2012 at 7:00 P.M. for the following objects  
and purposes, which shall constitute the Agenda for said Special Meeting.

1. **ANNOUNCE** – "I am required by law to inform the public that a copy of the  
Open Meetings Act is posted on the North wall of these Chambers by the  
entrance door."
2. **ROLL CALL.**
3. **CITY LAW ENFORCEMENT COVERAGE**, re: consideration of  
contract coverage through the County Sheriff's Department or maintaining  
coverage through City Police Department.
4. **ANNUAL UPDATE** to City Personnel Policy/Personnel Policy  
Amendments.
5. **ADJOURNMENT.**

NOTICE is hereby given that the Mayor and City Council of the City of Auburn,  
Nemaha County, Nebraska, shall meet at the place, date and time herein set forth and  
for the objects and purposes herein stated.

Dated the 16<sup>th</sup> day of November, 2012.

  
\_\_\_\_\_  
Scott Kudrna, Mayor  
City of Auburn, Nemaha County, Nebraska

ATTEST:  
  
\_\_\_\_\_  
Sherry Heskett, City Clerk  
City of Auburn, Nemaha County, Nebraska



**INTERLOCAL AGREEMENT TO PROVIDE COMPLETE LAW ENFORCEMENT SERVICES AND DUTIES TO THE CITY OF AUBURN, NEBRASKA PROVIDED BY THE NEMAHA COUNTY SHERIFF'S OFFICE, NEMAHA COUNTY, NEBRASKA.**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by and between the County of Nemaha, State of Nebraska, hereinafter referred to as the "County", the Nemaha County Sheriff's Office, hereinafter referred to as the "Sheriff", and the City of Auburn, State of Nebraska, hereinafter referred to as the "City".

**WHEREAS**, the City desires to contract with the County to fulfill all Law Enforcement Services and Duties through the Sheriff for the benefit and service of the City, within the City's corporate boundaries supported by the manpower and equipment provided by the Nemaha County Sheriff's Office;

**WHEREAS**, such contracts are legally authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.*;

**WHEREAS**, the County Commissioners are agreeable to provide said services an duties by contract with and for the benefit of the City pursuant to the terms and conditions set forth herein.

**NOW, THEREFORE BE IT RESOLVED** in consideration of the mutual covenants contained herein, the County, Sheriff and City agree as follows:

1. The County and Sheriff agree to provide complete law enforcement services and performance within the corporate City limits to the extent and in the manner set forth herein. Said services shall encompass all duties, functions, obligations and performance coming within the jurisdiction of, and of a like and similar nature as is customarily rendered by the Nemaha County Sheriff, pursuant to Nebraska Law.
2. The Nemaha County Sheriff shall provide law enforcement coverage, service and performance within the City limits as determined by the Sheriff pursuant to the mutual covenants herein. All such coverage, service and performance shall be contingent upon the availability of manpower and the nature of the Sheriff's duties in other parts of the County.
3. The nature of the services provided herein, the standards of performance, the discipline of officers, and all other matters incidental to the performance of law enforcement, including the control of personnel and employment shall be with the Sheriff. In the event of a dispute between the parties as to the extent or nature of the services or performance to be provided herein, the final determination will be made by the Sheriff, upon consideration of the City's request, and is final and conclusive as between all parties.

4. Services to be preformed hereunder shall include traffic enforcement, security of businesses, and protection of the public's safety, health and well-being. Such services shall include the enforcement of the State Statutes and City Municipal Code of Ordinances violations. It is agreed that the Sheriff may enforce City Code violations that occur in the presence of the Sheriff or a authorized representative thereof. There is no specific duty imposed to seek out City Code violations. City Code violations shall be investigated upon formal complaint or upon patrol. Prosecution of City Code violations is the responsibility of the City, and deputies and officers shall assist in prosecution as needed.
5. For purposes of performing said functions, the County will furnish and supply all necessary labor, supervision, equipment, communication services, office space, furniture and furnishings, office supplies, telephone, light, water, and other utilities and supplies necessary to maintain the level of service and coverage currently rendered by the Auburn Police Department. The County and City each agree that the contract for dispatch services entered into between the County and the City shall be terminated effective on the date of the commencement of this Agreement. Any special supplies, including stationary, notices, forms, and the like that must be issued in the name of the City, shall be supplied by the City at City expense.
6. The County shall be responsible for all animal disposal fees associated with the enforcement of City Code violations. The County shall be responsible for any unpaid impoundment fees associated with the enforcement of City Code.
7. The County agrees that the lease to the City now existing for office space in the Nemaha County Law Enforcement Building shall be terminated effective on the date of the commencement of this Agreement without further obligation. All furnishings, equipment, supplies, computers, telephones, etc. located in the space leased by the City and utilized by the Auburn Police Department shall become the sole and exclusive property of the County from the date of this Agreement forward.
8. All equipment used by the Auburn Police Department, including but not limited to, patrol vehicles, radios, cameras, firearms, vests, etc., shall be transferred to the exclusive ownership and possession of the Nemaha County Sheriff's Office, with the exclusion of the camera, computer and recording equipment located at or attached to the City Hall which shall remain with the City with reasonable use by the Sheriff. The City shall immediately execute all patrol vehicle titles to the ownership of the County. The County shall take a current inventory of all assets assigned and transferred from the City to the County. All assets will be tagged and inventoried as required by the County's inventory policy. The City shall provide any assistance necessary to the

County in assigning and transferring all Auburn Police Department property to the County.

9. All persons assigned to duties created by this Agreement shall be members of the Nemaha County Sheriff's Office, trained by the Sheriff and under the direction and exclusive control of the Nemaha County Sheriff. Compensation to persons providing services herein and provisions for bonds, fringe benefits, insurance, and workman's compensations shall be the sole responsibility of the County. All Auburn Police Department pending business, investigations, duties, and obligations shall transfer to the County upon approval of this Agreement by the Parties unless otherwise stated herein.
10. The City shall, at its own expense, provide liability insurance to indemnify itself in the event it becomes liable for the payment of a judgment based on the acts or omissions of a deputy in the enforcement of a City Ordinance or State Statute, as provided in Neb. Rev. Stat. §13-1802, reissue 2007. The County will indemnify and hold the City harmless from any claims for causes of action resulting from the intentional or negligent acts of the County, its officers, or employees solely in regard to activities undertaken pursuant to this Agreement.
11. The City shall pay to the County as consideration for complete Law Enforcement performance, service and duties, the total base sum of two hundred eighty two thousand, nine hundred and ninety nine dollars and ninety six cents (\$282,999.96) for the first year of this contract period, payable in twelve equal monthly installments of \$23,583.33 due on or before the 15th day of each month for twelve months commencing on January 1, 2013.
  - 11.a. **Further herein**, there shall be an additional ten thousand dollars (\$10,000) paid each year of the contract by the City to the County for the replacement of patrol vehicles. Said amount shall be paid in a lump sum and included in the July payment. **Furthermore herein**, there is an additional ten thousand dollar (\$10,000) credit annually given to the City by the County in consideration of the equipment and vehicles that were relinquished to the County said credit shall be applied to the City's obligation for each contract year of 2013, 2014 and 2015.
  - 11.b. **Further herein**, Commencing on January 1, 2014, and continuing on a annual basis for a period of two (2) years thereafter, the City shall pay to the County the base sum of two hundred eighty two thousand, nine hundred and ninety nine dollars and ninety six cents (\$282,999.96) plus or minus ten percent (10%) as agreed upon by the City and County no later than September 30<sup>th</sup> of the foregoing year. Said adjustment to the base sum shall be based on changes in salaries, salary based expenses, insurance premiums and payment history of Sheriff's Office deputies for County covered deductibles. Contract payments shall be payable in twelve equal monthly

installments, to be calculated by dividing the negotiated annual amount as determined herein above by twelve (12). Monthly payments shall be due on or before the 15th day of each month.

12. The three officers currently employed by the City of Auburn Police Department will be hired and retained by the Nemaha County Sheriff as deputy sheriffs. Compensation shall be the current salary paid to that officer by the City or the salary that a deputy would receive with like education and experience, based on the salary schedule of the Nemaha County Sheriff's office, whichever is greater. If termination of employment of any of the above mentioned officers becomes necessary as determined by the Sheriff or by retirement or voluntary resignation of employment, any newly hired deputy will be compensated as if said deputy were newly hired by the Sheriff's Office and would not be afforded any higher salary that the prior officer received as a result of this agreement. Years of service to the City by the above mentioned officers would be utilized to determine the benefits allowed each officer by the County for purposes of calculating annual paid vacation. All vacation and sick leave currently available to each officer would be carried over to the County. Compensatory time owed by the City to each officer would be paid by the City to the officer. For purposes of earning paid vacation, the hire date of the officer by the City will be considered the official anniversary date by the County for calculation of benefits.
13. All personnel files, either original or a complete copy, pertaining to the three current officers will be transferred to the Sheriff.
14. By 4: 00 o'clock p.m. the Thursday preceding the City Council's monthly regular meeting, the Sheriff will submit a written general overview to the City Hall to be included within the Council packet, that shows the services performed during the previous month.
15. This Agreement shall become effective January 1, 2013, and shall remain in full force and effect pursuant to the provisions herein, for years 2013, 2014 and 2015, unless otherwise terminated pursuant to Nebraska Law.
16. Any Party herein shall have the right to terminate this Agreement upon sixty (60) days written notice by the Party. Notices provided to the County and the Sheriff shall be hand delivered or mailed by first class mail postage prepaid to the Nemaha County Sheriff's Office, 1805 N Street, Auburn, Nebraska 68305 and the Nemaha County Board of Commissioners, c/o Nemaha County Clerk, 1824 N Street, Suite 201, Auburn, Nebraska 68305. Notice provided to the City shall be hand delivered or mailed by first class mail postage prepaid to the Auburn City Clerk, 1101 J Street, Auburn, Nebraska 68305.

The City of Auburn, State of Nebraska, by Resolution passed and approved by City Council has caused this Agreement hereinabove to be signed by its Mayor

and attested by the City Clerk. The County of Nemaha, State of Nebraska, by Resolution of its Board of Commissioners, has caused this Agreement to be signed by the Chairman of the Board and attested by the County Clerk.

**City of Auburn, Nebraska**

By: \_\_\_\_\_  
J. Scott Kudrna, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sherry Heskett, Auburn City Clerk

**Nemaha County, Nebraska**

\_\_\_\_\_  
Bob Hutton, Chairman  
Nemaha County Board  
of Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Joyce Oakley, County Clerk

**Nemaha County Sheriff's  
Office, Nebraska**

\_\_\_\_\_  
Brent Lottman, Sheriff

Date: \_\_\_\_\_

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## I. INTRODUCTION

As an employee of the City of Auburn, you should become familiar with all of the personnel policies set forth below. Following your review, you are to sign and return an *Acknowledgment*, which will be provided to you. This Manual, of course, does not cover every policy or procedure adopted by the City of Auburn -- it simply summarizes some of the key points each employee should understand.

As you review the personnel policies, you should keep in mind several basic concepts. First, our relationship as employer and employee is based on mutual respect and consent, and therefore will continue only as long as both parties find the relationship to be satisfactory. Accordingly, you are free to terminate your employment whenever you feel it would be in your best interest to do so. By the same token, the City of Auburn reserves the same right to terminate employment whenever, in the discretion of management, it is felt necessary to do so. No employee of the City of Auburn has a property interest in his or her employment. This is known as employment "at-will" and all of the policies are subject to this overriding principle.

Second, the personnel policies cannot possibly describe every circumstance that might arise, and therefore should be considered only summaries for your convenient reference. They are not a contract; and the City of Auburn reserves the right to exercise its discretion when interpreting and applying these policies and to modify the policies at any time.

Finally, because these policies are summaries only, there will be other documents containing more complete rules and requirements to which you will need to refer from time to time. This will include department personnel policies and/or department procedures, as well as, in the case of certain benefits which are governed by insurance policies or other written benefit plans. Do not rely exclusively on the personnel policies with respect to any specific benefit, especially benefits which are provided through outside insurance. All benefit descriptions in these policies are subject to the employee meeting whatever eligibility requirements, qualifications, and conditions set forth in the insurance policy or benefit plan itself and you should be sure that you understand those provisions.

If you have questions regarding any of the personnel policies or need more information on any subject, please contact your supervisor, department head or the City Clerk's Office.

## II. EQUAL OPPORTUNITY EMPLOYMENT

The City of Auburn is an Equal Opportunity Employer and will not discriminate in hiring, firing, promotion, pay or any other term or condition of employment on the basis of race, color, religion, age, sex, marital status, genetic information, or national origin, or on

the basis of disability if the employee can perform the essential functions of the job, with reasonable accommodations if necessary. Any employee who is aware of discriminatory conduct or who has any concern about a possible violation of this policy should immediately report the concern to the City of Auburn.

### III. HARASSMENT PROHIBITED

Civility and respect for each individual's privacy and dignity are required of all employees of the City of Auburn. Any conduct which is inconsistent with these principles is simply not acceptable and will not be tolerated. More specifically, any form of harassment on the job or related to the job - including sexual harassment and also including racial, ethnic, disability, or other harassment - is absolutely prohibited and may result in severe corrective action, possibly including discharge from employment.

Harassment is broadly defined to include any conduct which is personally demeaning or offensive, and tends to equate a person's worth to their gender, race, religion, age, disability status, or other personal traits, rather than their ability to perform their jobs and contribute to the success of the City of Auburn. Without limiting the breadth of this definition, harassment specifically includes:

**Sexual harassment in any form:** Sexual harassment is defined by federal regulations as follows:

*"Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment."*

Prohibited acts of sexual harassment can take a variety of forms ranging from subtle pressure for sexual activity to physical assault. Examples of some of the kinds of conduct included in the definition of sexual harassment are:

- Sexual relations, sexual contact, or threats or intimation of sexual relations or sexual contact, which are not welcome and freely and mutually agreeable to both parties;
- Continual or repeated remarks with sexual implications, placing sexually suggestive objects or pictures in the work area, or propositions of a sexual nature; or
- Threats or insinuations that the person's employment, wages, promotional opportunities, job assignments, or other conditions of employment may be adversely affected by not submitting to sexual advances, or promises or insinuations that any

conditions of employment may be favorably affected by submitting to sexual advances.

What is or is not offensive must be viewed from the perspective of the victim, and the fact that no objection is voiced or the other person seems to be "going along" does not mean the conduct is acceptable.

**Harassment on the basis of any other improper factor**, such as race, color, religion, age, national origin, genetic information, or disability, as with sexual harassment, or any conduct which could be offensive and create an intimidating, hostile, or offensive working environment on the basis of one of these factors, is improper and is strictly prohibited. This could include, for example, racial slurs, religious jokes, or the assignment of work known to be beyond an individual's disability limitations with the intent to harass or annoy.

An employee, who feels that he or she has been harassed by any supervisor, co-worker, vendor, or other person in the workplace, or who has witnessed harassment of another, has several options. Whenever possible, the person doing the harassing should be told, politely but firmly, that such conduct is not acceptable. Alternatively, in any case, the complaint of harassment may be brought to the individual's department head, to the City Clerk, Mayor, or City Attorney or Deputy City Attorney.

The worst alternative usually is to do nothing and allow the situation to continue. All employees are strongly encouraged to take appropriate action as soon as possible if they feel they are being harassed or witness harassment of others. All department heads who become aware of harassment or receive a complaint of harassment must promptly notify the City Clerk and the Mayor.

All complaints of harassment will be promptly and thoroughly investigated; and if the complaint is found to be justified, corrective action appropriate to the circumstances will be taken. All complaints and all information given during an investigation will be treated as confidentially as possible, subject to the need to conduct a full and fair investigation, as well as, to inform those individuals who will be involved in any corrective action.

Under no circumstances will any person who in good faith makes a complaint of harassment, or assists in the investigation thereof be subject to any form of retribution or retaliation. Any person who makes or participates in such retribution or retaliation, directly or indirectly, will be subject to severe corrective action.

#### **IV. DEFINITIONS AND CLASSIFICATIONS**

- A. Introductory Employee:** An employee working during the orientation period, which is six (6) months from the first day of work, unless extended.
- B. Regular Employee:** An employee who has completed the orientation period and remains employed.

- C. Full-Time:** Regularly scheduled to work forty (40) or more hours per week.
- D. Part-Time:** Regularly scheduled to work less than forty (40) hours per week.
- E. Temporary:** Employed with the expectation that employment will be for a short duration, such as on a seasonal or project basis.
- F. Exempt/Salaried:** All employees who are exempt under the Fair Labor Standards Act (FLSA) are not required to be compensated for any time worked over 40 hours. Exempt employees do not receive compensatory pay. Exempt employees are paid a defined annual salary, without reductions in pay for reasonable or necessary absences, or for any absences of less than a week due to illness (although time off benefits may be applied to any absence). Exempt employees work all hours required to fully and properly perform the job.
- G. Non-exempt/Hourly:** The City of Auburn shall comply with the Fair Labor Standards Act (FLSA). Non-exempt employees, who work more than 40 hours in any workweek will be given compensatory pay or may request compensatory time as approved by the department head. Both shall be earned at a rate of one and one-half hours for each overtime hour worked. Employees who are approved to take compensatory time must use these hours earned within 30 days, subject to their supervisor's approval. Compensatory time hours will not be allowed to accumulate. Any unused compensatory time that is over 30 days old will be paid out at the next pay period.
- H. Further definitions:** Compensatory pay shall be paid to the nearest one-quarter hour. When called back to work, compensatory pay shall be a minimum of one-half hour. When required to work past regular working hours, compensatory time shall be the actual time worked. Shift worker compensatory time is based on scheduled hours worked. Double pay on holidays shall be calculated on "regular" working hours only - all other holiday hours worked will be paid at the regular compensatory rate.

All employee classifications shall be determined by the City of Auburn, and may be changed from time to time as warranted by the circumstances. The employee's official classification maintained by the Clerk's Office shall be controlling, regardless of the hours worked or duties performed in any individual week.

## V. WORKING CONDITIONS AND PAYROLL

- A. Workweek:** The workweek is defined as the 7-day period commencing at 12:00:01 A.M. Sunday and ending at Midnight Saturday each week. Employees are paid on the last working day of each month. Hours worked will be paid through the day preceding the date the payroll department enters the time-sheets into the computer. Employee pay will be electronically deposited in their bank account.
- B. Hours of Work:**

**Winter Hours** - Please refer to your Department Personnel Policy/Manual.

**Summer Hours** - Please refer to your Department Personnel Policy/Manual.

**Office Hours** - In order to accommodate customers and maintain office hours from 8:00 AM to 5:00 PM, office staff will alternate their work hours between office staff employees to maintain office hours from 8:00 AM - 5:00 PM through the year or as directed in your Department Personnel Policy/Manual.

**All employees** - are expected to work additional hours if needed, and to work any shift assigned. Lunch and other breaks in the workday will vary by area and shift; consult your department head for these details. Hours of work are subject to change by the City of Auburn.

**C. Time Sheets:** All employees that are not listed as exempt/salaried must accurately complete time sheets daily. It is the responsibility of each employee to properly record time that she/he has worked during a payroll period. Each time card shall bear the signature of the employee that verifies the accuracy and a signature of the supervisor indicating that the hours claimed were actually worked. Falsifying time sheets or preparing time sheets for another employee is prohibited and may result in disciplinary action, up to and including discharge.

**D. Attendance:** Prompt and regular attendance is an important job performance factor. All employees shall attend each day of scheduled work unless they receive authorized leave. Employees should notify their Department Head of their absence at a minimum of 30 minutes before their scheduled work time to allow for adequate job coverage. Unnecessary, habitual or frequent tardiness or absence may result in an appropriate pay reduction or disciplinary action up to and including discharge. Employees and Officers of the City Streets Department and the City Police Department should refer to his/her department head or department policy and procedure manual for specific procedures or requirements to be followed in his/her department.

**E. Employment Conditions** [Employees and Officers of the City Streets Department and the City Police Department should refer to his/her department head or department policy and procedure manual for specific procedures or requirements to be followed in his/her department]:

1. The City of Auburn is committed to meeting its obligations under U.S. immigration law. Accordingly, the City of Auburn neither hires nor continues to employ an individual who is not legally authorized to work in the United States. Moreover, the City of Auburn does not discriminate on the basis of citizenship status or national origin in recruitment, hiring, or discharge.

The City of Auburn will ensure that all new employees:

- a. Complete and sign the employee's portion of Form I-9, Employment Eligibility Verification; and
  - b. Present original documentation supporting the employee's identity and employment eligibility.
  - c. If the above requirements are not met or cannot be verified, a candidate cannot be employed at the City of Auburn.
2. The City of Auburn may reject any applicant who has been convicted of a crime involving moral turpitude, has made any false statement of any material fact, or practices any deception or fraud during the application process.
  3. Offers of employment are also contingent upon results of a physical examination, security background check, drug test, and MVR report. A refusal to submit to or to release information as required by the City of Auburn shall remove the applicant from employment consideration:

**Physical Examination** - The type of physical examination will be determined by the employee's Job Description. After receiving a conditional offer of employment, prospective new employees are required to submit to a physical examination to determine their ability to safely and effectively perform the requirements of the position applied for. The physical will be conducted by the City of Auburn's consulting physician/clinic.

**Drug Testing** - All prospective new employees are required to submit to pre-employment drug testing. Drawing and preparing the drug testing sample for mailing to the City of Auburn's current provider of these services will be conducted by the City of Auburn's consulting physician/clinic.

**MVR Records** - Driving records will be obtained from an outside vendor with which the City of Auburn has contracted and will be requested on all prospective employees. Prospective employees may be required to hold a valid State of Nebraska Motor Vehicle License.

**Security/Background Check** - In order to verify the qualifications and backgrounds of individuals before being hired into positions, the City of Auburn will conduct a pre-employment background investigation on final candidate(s).

Background investigation will be performed by an outside vendor with which the City of Auburn has contracted. Background checks will be completed prior to an offer of employment.

A background investigation may include, but not be limited to:

- (i) a criminal history check including in all former States of residency;
- (ii) a social security number trace; and/or
- (iii) a credit history report.

All information received in the background investigation process will be maintained in confidential, secure file, separate from employee personnel files, with access allowed only to those who have a need to know.

An applicant whose background history would indicate a possible risk in the view of the Mayor or City Council may not be hired.

**F. Evaluations:**

1. **Purpose** - To have a formal system of employee evaluations. To set forth occasions of rating, categories subject to evaluation, define performance rating and provide information on the evaluation process.
2. **Background** - The purpose of the Employee Evaluation is to help develop better service and better employees through periodic appraisal and recording of the employee's performance on the basis of consistent standards. Its objective is to let management and the employee know how the employee is performing job duties, strong points as well as those which are weak, giving recognition for good work and providing a guide for improvement. It should provide a guide for mutual work planning and review and an opportunity to convert daily impressions into a more objective history of work performance, followed by open-minded discussion of the performance with the employee.
3. **Occasions for Evaluation**
  - a) New or Promoted Employees: After six (6) months of time during the introductory period for a new or promoted employee.
  - b) Annual Appraisal: Each full and part-time employee may receive a performance appraisal at least annually.
  - c) Supplemental Appraisal: Management, at its option, may perform supplemental performance appraisals at any time.
  - d) Employee Requested Appraisal: The employee has the option to request and receive a performance appraisal not more often than once every 90 days.
4. **Performance Subject to Evaluation** - All Employees may be subject to basic performance appraisals. Management should consider the performance skills as listed on the Evaluation Forms as they pertain to their employees. Evaluations may consider: managing change, interpersonal skills, communication, quality of work, dependability, innovation, judgment, use and care of the City of Auburn materials and equipment, volume of work, job knowledge, adaptability, analytical skills, attendance & punctuality, teamwork & cooperation, initiative, personal appearance & neatness, job attitude, and use of safety equipment.
  - a) In addition to the Personal Traits listed on the Employee Evaluation Form, the Department Head and Employee may choose