

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
EQUAL EMPLOYMENT OPPORTUNITY			
4.310 Drug Testing/Substance Abuse	<p>V. Procedures C. Reasonable Suspicion Testing for Substance Abuse Drug and alcohol testing procedures and thresholds are the same as in paragraphs V. A. 3, 4, 5, 6. However, an employee whose alcohol concentration is .02 or greater but less than .04 will be removed from duty, without pay, for twenty (24) hours from administration of the test. An employee with an alcohol concentration less than .04 need not undergo further treatment nor be required to take return to duty tests. Tests yielding alcohol concentrations greater than .04 will result in removal from duty without pay until return to duty provisions are satisfied. See paragraph V. E. 1, 2. A positive test result (.02 or greater) may subject the employee to disciplinary action. All disciplinary actions less than termination will mandate the employee be evaluated by the County's SAP. If intervention is warranted, the employee will be enrolled in a rehabilitation program. Employees who successfully complete the rehabilitation program are subject to follow-up no-notice testing when returned to duty. The SAP will determine the schedule of no-notice testing; six (6) unannounced tests may be requested per twelve (12) months for a period of up to sixty (60) months.</p>	<p>V. Procedures C. Reasonable Suspicion Testing for Substance Abuse Drug and alcohol testing procedures and thresholds are the same as in paragraphs V. A. 3, 4, 5, 6. However, an employee whose alcohol concentration is .02 or greater but less than .04 will be removed from duty, without pay, for twenty (24) hours from administration of the test. An employee with an alcohol concentration less than .04 need not undergo further treatment nor be required to take return to duty tests. Tests yielding alcohol concentrations greater than .04 will result in removal from duty without pay until return to duty provisions are satisfied. See paragraph V. E. 1, 2. A positive test result (.02 or greater) may subject the employee to disciplinary action. All disciplinary actions less than termination will mandate the employee be evaluated by the County's SAP. If intervention is warranted, the employee will be enrolled in a rehabilitation program. <i>Any employee who is returned to work after a positive drug or alcohol screen will be tested prior to returning to work. The test result must indicate an alcohol concentration of less than .02 or a verified negative result on a controlled substance test.</i> Employees who successfully complete the rehabilitation program are subject to follow-up no-notice testing when returned to duty. The SAP will determine the schedule of no-notice testing; six (6) unannounced tests may be requested per twelve (12) months for a period of up to sixty (60) months.</p>	<p>1. Adds language requiring an employee who has had a positive drug and alcohol screen to be retested prior to returning to work.</p>

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
<p>4.311 ADA Reasonable Accommodation</p>	<p>I. Purpose The purpose of the Americans with Disabilities Act (ADA) Reasonable Accommodation Policy is to provide policy and procedures to ensure equal and effective opportunities for persons with disabilities and full compliance with the employment provisions of Titles I and II of the ADA.</p>	<p>I. Purpose The purpose of the Americans with Disabilities Act (ADA) Reasonable Accommodation Policy is to provide policy and procedures to ensure equal and effective opportunities for persons with disabilities and full compliance with the employment provisions of Titles I and II of the <i>Americans with Disabilities Act, including the ADA Amendments Act of 2008.</i></p>	<p>2. Adds language to reflect ADA Amendments Act of 2008.</p>
	<p>III. Definitions Disability with Respect to an Individual Means: A physical or mental impairment that substantially limits one or more major life activities; a record of having such an impairment; or being regarded as having such impairment.</p> <p>In addition, an individual may not be discriminated against due to association with a person who has, has a record of, or is regarded as having a disability.</p> <p>NEW</p> <p>NEW</p>	<p>III. Definitions Disability with Respect to an Individual Means: A physical or mental impairment that substantially limits one or more major life activities; a record of having such an impairment; or being regarded as having such impairment.</p> <p>In addition, an individual may not be discriminated against due to association with a person who has, has a record of, or is regarded as having <i>such</i> impairment.</p> <p>Major life activities are:</p> <p><i>(1) Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.</i></p> <p><i>(2) It also includes the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions.</i></p>	<p>3. Adds language to make content consistent with State of Kansas (HB 2335) and ADA Amendments Act of 2008.</p>

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
<p>4.311 ADA Reasonable Accommodation (con't)</p>		<p><i>Regarded as having such an impairment means the absence of a physical or mental impairment but regarding or treating an individual as though such an impairment exists. An individual meets the requirement of being “regarded as having such an impairment” if the individual establishes that such individual has been subjected to a prohibited action because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity. Being “regarded as” having an impairment shall not apply to impairments that are transitory or minor. A transitory impairment is an impairment with an actual or expected duration of six months or less. A reasonable accommodation or a reasonable modification to policies, practices or procedures need not be provided to an individual who only meets the “regarded as” definition of disability.</i></p>	

Policy	Current	New	Item #/Notes
<p>4.311 ADA Reasonable Accommodation (con't)</p>	<p>NEW</p>	<p>III. Definitions</p> <p><i>Disability shall be construed in accordance with the following:</i></p> <p><i>(1) The definition of disability shall be construed in favor of broad coverage;</i></p> <p><i>(2) an impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability;</i></p> <p><i>(3) an impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active; and</i></p> <p><i>(4) (A) The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures such as the following:</i></p> <p><i>(i) Medication, medical supplies, equipment, or appliances, low-vision devices (which do not include ordinary eye glasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies;</i></p> <p><i>(ii) use of assistive technology;</i></p> <p><i>(iii) reasonable accommodations or auxiliary aides or services; or</i></p> <p><i>(iv) learned behavioral or adaptive neurological modifications.</i></p>	<p>4. Adds language to make content consistent with State of Kansas (HB 2335) and ADA Amendments Act of 2008.</p>

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
<p>4.311 ADA Reasonable Accommodation (con't)</p>	<p>NEW</p>	<p><i>(B) The ameliorative effects of the mitigating measures of ordinary eyeglasses or contact lenses shall be considered in determining whether and impairment substantially limits a major life activity.</i> <i>(C) As used in this subparagraph:</i> <i>(i) "Ordinary eyeglasses or contact lenses" means lenses that are intended to fully correct visual acuity or eliminate refractive error; and</i> <i>(ii) "low-vision devices" means devices that magnify, enhance, or otherwise augment a visual image.</i></p>	
	<p>IV. Procedures A. 1. a. Employment Applicant Request for Accommodation:</p> <p>1. All application materials shall be made available in alternative formats, upon request, according to the needs of a qualified person with a disability. All position announcements shall include the following statement or its equivalent and applicants shall be notified that they can request Reasonable Accommodation for the application, testing and interview process as follows:</p> <p>a." <i>Applicants requiring Reasonable Accommodation for the application, pre-employment testing and/or interview process should notify the Human Resources Department or the County ADA Coordinator:</i></p> <p><i>(County ADA Coordinator Contact Information</i></p>	<p>IV. Procedures A. 1. a. Employment Applicant Request for Accommodation:</p> <p>1. All application materials shall be made available in alternative formats, upon request, according to the needs of a qualified person with a disability. All position announcements shall include the following statement or its equivalent and applicants shall be notified that they can request Reasonable Accommodation for the application, testing and interview process as follows:</p> <p>a." <i>Applicants requiring Reasonable Accommodation for the application, pre-employment testing and/or interview process should notify the Human Resources Department or the County ADA Coordinator:</i></p> <p><i>(County ADA Coordinator Contact Information.</i></p>	<p>5. Provides alternative wording. This wording is simplified language currently used on job postings.</p>

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4.311 ADA Reasonable Accommodation (con't)	<p><i>Including name, address, phone, Kansas relay number and email address)."</i></p> <p>NEW</p>	<p><i>Including name, address, phone, Kansas relay number and email address)." OR</i></p> <p><u><i>"Sedgwick County is committed to making the application, interview, and pre-employment testing process accessible to persons with disabilities. If you wish to volunteer information regarding any special assistance you may need, please notify the County ADA Coordinator:(County ADA Coordinator. Including name, address, phone, Kansas relay number and email address)."</i></u></p>	
	<p>IV. Procedures C. Selected Applicant Request for Reasonable Accommodation 4. h. The selected applicant, supervisor/manager, hiring authority or designee, County ADA Coordinator, County Counselor, and Human Resources shall complete and sign a Reasonable Accommodation agreement detailing the accommodation to be provided. The employing department shall implement the agreed upon accommodation.</p>	<p>IV. Procedures C. Selected Applicant Request for Reasonable Accommodation 4. h. The selected applicant, supervisor/manager/ hiring authority or designee <i>and the</i> County ADA Coordinator shall complete and sign a Reasonable Accommodation agreement detailing the accommodation to be provided. The employing department shall implement the agreed upon accommodation.</p>	<p>6. Revision reflects current practice. In keeping with our ADA obligation that the accommodation process is an "informal, interactive process", HR and Legal are consulted but typically do not sign or participate in the interactive dialog meeting.</p>
	<p>IV. Procedures D. Current Employee Request for Accommodation 1. An employee who believes they need a Reasonable Accommodation to enable them to perform the essential functions of their job shall inform their supervisor, or the County ADA Coordinator, of the need for an accommodation. When employee requests for accommodation are made to the supervisor, the supervisor shall contact the County ADA Coordinator for assistance.</p>	<p>IV. Procedures D. Current Employee Request for Accommodation 1. An employee who believes <i>he/she</i> needs a Reasonable Accommodation to enable <i>him/her</i> to perform the essential functions of <i>the</i> job, <i>or to enjoy the benefits and privileges of employment</i>, shall inform their supervisor, or the County ADA Coordinator, of the need for an accommodation. When employee requests for accommodation are made to the supervisor, the supervisor shall contact the County ADA Coordinator for assistance.</p>	<p>7. Updated to reflect our ADA obligation that accommodations may not be limited to only essential job functions, but could include other benefits/privileges such as employee parking, training, etc.</p>

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4.311 ADA Reasonable Accommodation (con't)	IV. Procedures D. Current Employee Request for Accommodation 3. The County ADA Coordinator may request and evaluate information from the employee's medical professional to determine the existence of disability. Requests will include job-related limitation(s) created by the employee's disability. Medical records of the employee's condition shall be kept confidential in a locked file separate from the employee's personnel record. Limitations as a result of the condition will be provided to the employee's supervisor.	IV. Procedures D. Current Employee Request for Accommodation 3. The County ADA Coordinator may request and evaluate information from the employee's medical professional to determine the existence of disability <i>or the need for accommodations</i> . Requests will include job-related limitation(s) created by the employee's disability. Medical records of the employee's condition shall be kept confidential in a locked file separate from the employee's personnel record. Limitations as a result of the condition will be provided to the employee's supervisor.	8. This content added because there are times when the disability may be obvious, but medical information may be necessary to determine or choose between certain accommodations.
	IV. Procedures D. Current Employee Request for Accommodation 6. The employee, employee's supervisor/manager, hiring authority or designee, County ADA Coordinator, County Counselor and Human Resources shall complete and sign a Reasonable Accommodation agreement detailing the accommodation to be provided. The employing department shall implement the agreed-upon accommodation.	IV. Procedures D. Current Employee Request for Accommodation 6. The employee, employee's supervisor/manager/ <i>hiring authority or designee and the County ADA Coordinator shall complete</i> and sign a Reasonable Accommodation agreement detailing the accommodation to be provided. The employing department shall implement the agreed-upon accommodation.	9. Revision reflects current practice. In keeping with our ADA obligation that the accommodation process is an "informal, interactive process", HR and Legal are consulted but typically do not sign or participate in the interactive dialog meeting.
	IV. Procedures D. Current Employee Request for Accommodation 8. After an accommodation is provided, the County ADA Coordinator will schedule a follow-up meeting to evaluate the effectiveness of the accommodation	IV. Procedures D. Current Employee Request for Accommodation 8. After an accommodation is provided, the County ADA Coordinator <i>will follow-up to evaluate</i> the effectiveness of the accommodation	10. Updated to indicate that the follow-up is not always a meeting, but may be a phone call or email in some circumstances.

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4.311 ADA Reasonable Accommodation (con't)	<p>IV. Procedures D. Current Employee Request for Accommodation 9.</p> <p>If at any time there is a question about the continuing nature of an employee's Reasonable Accommodation, the employee or the employee's supervisor shall contact the County ADA Coordinator.</p>	<p>IV. Procedures D. Current Employee Request for Accommodation 9.</p> <p>If at any time there is a question about the continuing nature of an employee's Reasonable Accommodation, <i>or if adjustments to the accommodation plan are necessary</i>, the employee or the employee's supervisor shall contact the County ADA Coordinator.</p>	11. Added to clarify information on how requests for changes/adjustments should be made.
	<p>IV. Procedures D. Current Employee Request for Accommodation 11.</p> <p>NEW</p>	<p>IV. Procedures D. Current Employee Request for Accommodation 11.</p> <p><i>Requests for leave or reassignment as a reasonable accommodation due to a disability will be considered on a case-by-case basis. Typically, these are considered the "accommodations of last resort" and only utilized in certain circumstances when other accommodations would not be effective. Requests for leave or reassignment as an ADA accommodation should be directed to the ADA Coordinator.</i></p>	12. Outlines process for requesting ADA accommodation related leave/reassignments

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<p>4.311 ADA Reasonable Accommodation (con't)</p>	<p>IV. Procedures E. Medical Documentation 1.</p> <p>Medical documentation may be requested by the ADA Coordinator only when the disability is not obvious, or restrictions must be defined. Information from the employee's medical practitioner may be necessary to document the employee's job-related limitation(s) and to assist in determining an effective Reasonable Accommodation for the employee. The County ADA Coordinator will make all requests for medical documentation. The employee requesting an accommodation is responsible for providing the medical documentation requested. When additional information is needed, the County ADA Coordinator will request permission from the employee to contact their medical practitioner. Supervisors and managers may not request information about the employee's disability or have access to the employee's medical information.</p>	<p>IV. Procedures E. Medical Documentation 1.</p> <p>Medical documentation may be requested by the ADA Coordinator only when the disability <i>or need for accommodation</i> is not obvious, or restrictions must be defined. Information from the employee's medical practitioner may be necessary to document the employee's job-related limitation(s) and to assist in determining an effective Reasonable Accommodation for the employee. The County ADA Coordinator will make all requests for medical documentation. The employee requesting an accommodation is responsible for providing the medical documentation requested. When additional information is needed, the County ADA Coordinator will request permission from the employee to contact their medical practitioner. Supervisors and managers may not request information about the employee's disability or have access to the employee's medical information.</p>	<p>13. This content added because there are times when the disability may be obvious, but medical information may be necessary to determine or choose between certain accommodations.</p>
<p>4.313 Genetic Information Nondiscrimination Act of 2008</p>		<p>New Policy</p>	<p>14. New policy and procedures to protect applicants, current and former employees from discrimination based on their genetic information. Required for compliance with Title II of the Genetic Non-discrimination Act ("GINA").</p>

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
REASSIGNMENT			
4.405 Status of Benefits Upon Movement	<p>III. Procedure A.</p> <p>Vacation and sick leave are not affected by a demotion, promotion or transfer.</p> <p>1.If an employee leaves the original department in good standing, the new department must accept the accumulated vacation and sick leave.</p> <p>2. Vacation leave that an employee has accumulated may be taken with the approval of the Division Director, Department Head or Elected Official.</p> <p>B. An employee’s retirement is not affected by a demotion, promotion or transfer.</p> <p>C. Health insurance is not affected by a demotion, promotion or transfer.</p> <p>D. Life insurance coverage may change, depending on the position to which the employee is demoted or promoted.</p>	<p>III. Procedure A.</p> <p>Vacation and sick leave are not affected by a demotion, promotion or transfer.</p> <p>1. If an employee leaves the original department in good standing, the new department must accept the accumulated vacation and sick leave.</p> <p>2.Vacation leave that an employee has accumulated may be taken with the approval of the Division Director, Department Head or Elected Official.</p> <p>3. <i>Sedgwick County employees accepting employment with Sedgwick County Fire District Number One shall utilize vacation hours or be paid the balance prior to joining the District. The employee will not carry over accumulated vacation leave.</i></p> <p>B. <i>Retirement years of service</i> are not affected by a demotion, promotion or transfer.</p> <p>C. Health insurance is not affected by a demotion, promotion or transfer.</p> <p>D. Life insurance coverage may change, depending on the position to which the employee is demoted or promoted.</p>	<p>15. Per this revision, Sg. Co. employees transferring to the Sg. Co. Fire District will not carry over accumulated vacation leave. They will continue to carry over accumulated sick leave. This has previously been addressed on a case-by-case basis.</p> <p>B. Rewords the statement to make it more easily understood.</p>

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
SEPARATION			
4.603 Reduction-in-Force	II. Policy B. The Director of the affected Division, or the official of the affected Elected Office will establish criteria for order of Reduction-In-Force separation. These criteria may include seniority, critical skills, job performance, and other business related items. Reduction-in-Force criteria will be reviewed and approved by the Human Resources Division and the County Counselor’s Office, and must be on file in the Human Resources Division.	II. Policy B. <i>The Division of Human Resources will establish criteria for order of Reduction-In-Force separation. These criteria may include seniority, critical skills, job performance, and other business-related items. The Director of the affected Division, or the official of the affected Elected Office, may request an exception to the county-wide selection criteria. Exceptions must be approved by the Division of Human Resource and the County Counselor’s Office, and must be on file in the Division of Human Resources.</i>	16. Revision allows the Division of Human Resources staff to determine the organization-wide RIF criteria. This will increase efficiency and provide consistency across Divisions and Departments. Allows exceptions to be made for business purposes.
	IV. Procedure C. The Director of the affected Division, or the official of the affected Elected Office will use established criteria for order of Reduction-In-Force separation. These criteria may include seniority, critical skills, job performance, and other business related items. Positions identified for Reduction in Force must be reviewed and approved by Human Resources and the County Counselor’s Office.	IV. Procedure C. Delete	17. Content is redundant with II. Policy section (above).
	IV. Procedure D. Employees who are affected by a Reduction-In-Force separation should contact the Division of Human Resources to request a copy of the RIF Employee Information guide. This guide contains important information for employees regarding their benefits as well as other pertinent information to assist affected employees in the RIF separation status.	IV. Procedure D. Employees who are affected by a Reduction-In-Force separation <i>will be provided a copy of the RIF Employee Information guide by the Division of Human Resources.</i> This guide contains important information for employees regarding their benefits as well as other pertinent information to assist affected employees in RIF separation status.	18. Restates content to indicate HR will communicate with the employee and provide materials. It will not be necessary for the employee to contact HR for assistance. Reflects better internal customer service.

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
LEAVE BENEFITS			
4.702 Injuries on the Job	I. Purpose A. The purpose of this Policy is to advise employees of the procedure when an injury occurs on the job. The Memorandum of Agreement should be consulted for those Fire District employees who are included in the bargaining unit.	I. Purpose A. The purpose of this Policy is to advise employees of the procedure when an <i>employee suffers a disabling sickness or injury</i> . The Memorandum of Agreement should be consulted for those Fire District employees who are included in the bargaining unit.	19. Adds disabling sickness to purpose.
	II. Policy A. Sedgwick County provides' Workers' Compensation benefits for all employees including part time and authorized volunteers, who are injured on the job.	II. Policy A. Sedgwick County provides' Workers' Compensation benefits for all employees including part time and authorized volunteers, who are injured <i>while performing assigned job tasks within the course and scope of their employment</i> .	20. Defines that injury must occur while performing job tasks.
	II. Policy B. An on the job injury that renders a permanent full time or permanent part time employee totally or permanently disabled will be covered by KP&F or KPERS retirement programs if the employee is eligible.	II. Policy B. A permanent full time or permanent part time employee totally or permanently disabled will be covered by KP&F or KPERS programs if the employee is eligible.	21. Eliminates 'on the job' and 'retirement' wording.
	II. Policy C. Injuries and disabilities that are sustained off the job shall be covered by the employee's personal insurance, sick or vacation leave, if the employee is eligible to receive it. 1. An off the job injury that renders the permanent full time or permanent part-time employee totally and permanently disabled will be covered by KP&F or KPERS retirement insurance if the employee is eligible.	II. Policy C. Injuries and disabilities that are sustained off the job shall be covered by the employee's personal insurance, sick or vacation leave, <i>or Family and Medical Leave</i> , if the employee is eligible to receive it.	22. Adds FML. 1. – Deletes wording. Redundant with above.

Policy	Current	New	Item #/Notes
<p>4.702 Injuries on the Job (con't)</p>	<p>II. Policy D. Injuries on the job shall be covered by sick or vacation leave, if available, or injury leave (if the employee is a Fire District employee covered by KP&F). 1. When sick leave or injury leave is exhausted, an employee shall use his/her accumulated vacation, even if the employee is on probation. 2. Fire District employees covered under KP&F injured while performing certain assigned duties shall be entitled to all benefits under the Kansas Workers' Compensation Act, pursuant to K.S.A. 44-501 et. seq. In addition, Fire District employee will also be eligible for injury leave, not to exceed three hundred sixty (360) working hours, per injury. Injury leave shall be used prior to use of any sick leave or vacation leave accumulations. After all injury leave is used, an employee may elect to use accumulated sick or vacation leave. Injury leave will apply only to those injuries received during the time starting with the call reporting an incident from the dispatcher and ending with the time the Fire District vehicle is returned in house in "ready" status; during apparatus cleaning, maintenance or training; during physical training; during building inspections and during any time an employee is away from Fire District real property in a Fire District or other plainly marked government vehicle.</p>	<p>II. Policy D. Injuries on the job shall be covered by sick or vacation leave, if available, <i>injury leave (if approved and the employee is a Fire District employee covered by KP&F); and Family Medical Leave if the employee is eligible.</i> 1. <i>Sick or vacation pay shall be that amount necessary to maintain the employee at the employee's approximate regular net payment by supplementing Workers' Compensation disability payments.</i> When sick leave is exhausted, an employee shall use his/her accumulated vacation, even if the employee is on probation. 2. Fire District employees covered under KP&F injured while performing certain assigned duties shall be eligible for injury leave, not to exceed three hundred sixty (360) working hours, per injury. Injury leave shall be used prior to use of any sick leave or vacation leave accumulations. After all injury leave is used, an employee <i>shall use accumulated sick or vacation leave. Injury leave will apply only to those injuries specified in the Union Agreement.</i></p>	<p>23. Adds use of FML.</p> <p>Procedure will change to supplement Workers' Compensation to net pay rather than gross pay as is the current procedure.</p> <p>Employee will use accumulated sick or vacation – not a choice. Deletes specific language on injuries and references Union Agreement.</p>
	<p>II. Policy D.2. b. Charges may be made against sick leave or vacation leave, if available, when Fire District contests that the injury occurred while performing assigned duties in response to the report of an incident as above described. If it is found that</p>	<p>II. Policy D.2. b. Charges may be made against sick leave or vacation leave, if available, when Fire District contests that the injury occurred while performing assigned duties. If it is found that the injury did occur while performing assigned duties</p>	<p>24. Removes language referencing specifics of injuries.</p>

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
4.702 Injuries on the Job (con't)	the injury did occur while performing assigned duties in response to the report of an incident as above described, the hours charged to sick leave or vacation leave shall be restored to sick leave or vacation leave and charged to injury leave.	the hours charged to sick leave or vacation leave shall be restored to sick leave or vacation leave and charged to injury leave.	
		II. Policy E. <i>Employees eligible for Family and Medical Leave shall have FML tracked and deducted from their FML entitlement while receiving Workers' Compensation.</i>	25. Adds item to clarify that time receiving Workers' Compensation will be tracked as FML for any employee eligible for FML. Adding item results in re-lettering policy content.
	II. Policy F. The County may require an employee to furnish proof of injury and/or submit to a medical examination, at Sedgwick County's expense. Examination shall be by a doctor designated by the Risk Management Department.	II. Policy F. The County may require an employee to furnish proof of injury and/or submit to a medical examination, at Sedgwick County's expense.	26. Examination does not have to be done by doctor designated by Risk Management Department.
	II. Policy G. Employees who are off work because of injury for five (5) continuous months, in any twelve (12) month period, exclusive of FMLA leave, may be terminated at the discretion of the hiring authority.	II. Policy H. Employees who are off work because of injury for five (5) continuous months, in any twelve (12) month period, may be terminated at the discretion of the hiring authority. <i>Special considerations, including reasonable accommodation, may be necessary before terminating, or taking any other disciplinary action in relation to an employee defined as an employee with a disability. For more extensive information pertaining to employees with disabilities or reasonable accommodation see Reasonable Accommodation Personnel Policy 4.311.</i>	27. Removes 'exclusive of FMLA leave' throughout the section. Family and Medical Leave will be tracked concurrently.

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<p>4.702 Injuries on the Job (con't)</p>	<p>1. An employee who is injured on the job and will be off for an extended period of time shall be placed on Injury Leave of Absence by their Division Director, Department Head or Elected Official after the employee's sick and vacation leaves have been exhausted.</p> <p>a. Fire District employees covered under KP&F who are injured on the job and will be off for an extended period of time shall be placed on Leave of Absence by the Fire Chief after the employee's injury, sick and vacation leaves have been exhausted.</p> <p>b. Leave of Absence will be extended to those employees for five (5) continuous months in any twelve (12) month period, exclusive of FMLA leave, with life and health insurance, that is provided by Sedgwick County. The employee shall be responsible for his/her share of the premium payment to the County.</p> <p>c. Employees who have been terminated after five (5) months in any twelve (12) month period, exclusive of FMLA leave, and upon recovery from their injuries are able to resume work, may be given the opportunity to return to work. They may be given an opportunity to return to the position they previously held, if it is open or a comparable paying position in Sedgwick County.</p>	<p>1. An employee who is injured and will be off for an extended period of time shall be placed on Injury Leave of Absence by the Division Director, Department Head or Elected Official after the employee's sick and vacation leaves have been exhausted.</p> <p>a. Fire District employees covered under KP&F who are injured and will be off for an extended period of time shall be placed on Leave of Absence by the Fire Chief after the employee's injury, sick and vacation leaves have been exhausted.</p> <p>b. Leave of Absence <i>may</i> be extended to those employees for <i>up to</i> five (5) continuous months in any twelve (12) month period. <i>The County will continue payment of life and health insurance for ninety (90) calendar days after effective date of leave of absence. The employee shall be responsible for his/her share of the premium payment to the County. After ninety (90) calendar days, total insurance coverage shall be the obligation of the employee.</i></p> <p>c. Employees who have been terminated after five (5) months in any twelve (12) month period, and upon recovery from their injuries are able to resume work, may be given the opportunity to <i>apply for any available position for which the person is qualified.</i></p>	<p>1.a. Deletes 'on the job'</p> <p>Clarifies that employee must apply and be qualified for a position in order to be returned to work.</p>

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
<p>4.702 Injuries on the Job (con't)</p>	<p>II. Policy H. Other Employment While on Duty, Sick Leave or Injury Leave Employees shall not engage in part time jobs or outside business activities while on duty, sick leave or injury leave. The Memorandum of Agreement should be consulted for Fire District employees included in the bargaining unit for the EXCEPTION.</p>	<p>II. Policy I. <i>Other employment while receiving Workers' Compensation benefits</i></p> <p><i>When an employee has a part time job or outside business activity unrelated to his/her County employment prior to a work related injury covered by Workers' Compensation with the County, the employee's entitlement to Workers' Compensation benefits will continue if the part time job activities are within the restrictions of the authorized treating physician.</i></p> <p><i>An employee who suffers a work related injury which is covered by Workers' Compensation with the County and who is unable to work because of work restrictions prescribed by the authorized treating physician will not be eligible for Total Temporary Disability (TTD) benefits if the employee subsequently accepts employment at a job or outside business activity unrelated to his/her County employment.</i></p>	<p>28. Revision necessary as a result of May 2011 change in Kansas statute.</p>
	<p>III. Procedure A. Employee's shall report injuries to their supervisor on the accident report forms provided by the Risk Management Department. 1. Reporting shall be done within twenty four (24) hours after the injury. 2. The Risk Management Department shall report accidental injuries and occupational diseases, as required, with the Division of Worker's Compensation in the State of Kansas. An injury is considered 'reportable' if " . . . the</p>	<p>Delete</p>	<p>29. Sections of the policy are being deleted on the recommendation of Risk Management. It is not the intent of the policy to define specifics of Workers' Compensation procedures.</p>

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
4.702 Injuries on the Job (con't)	personal injuries which are sustained by such accidents are sufficient, wholly or partially, to incapacitate the person injured from labor or service for more than the remainder of the day, shift or turn on which such injuries were sustained." (K.S.A. 44-557).		
	<p>III. Procedure B. After reporting the injury to his/her supervisor, the employee shall see the Sedgwick County approved medical physician within twenty four (24) hours (except in an emergency, the employee should then be transported to the nearest medical facility).</p> <p>1. Information on approved physicians and medical services can be obtained from the Risk Management Department.</p> <p>2. An "authorized medical treatment form" supplied by the Risk Management Department should be sent with the employee to the authorized physician.</p>	Delete	30. Deleted on the recommendation of Risk Management. It is not the intent of the policy to define specifics of Workers' Compensation procedures.
	<p>III. Procedure C. The Division Director, Department Head or Elected Official shall notify the Risk Management Department when an employee returns to work following leave due to an on the job injury. Failure to perform this notification may result in improper payment to the employee.</p>	Delete	31. Deleted on the recommendation of Risk Management. It is not the intent of the policy to define specifics of Workers' Compensation procedures.

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
4.702 Injuries on the Job (con't)	<p>III. Procedure D. The date of injury is considered a full day of duty, and as such, the employee shall be paid regular time for date of injury. Leave, due to on the job injury, shall be noted in the appropriate column on the time sheet. Time off for doctor appointments and therapy treatments, after returning to work from an on the job injury shall be considered regular paid time.</p>	Delete	32. Deleted on the recommendation of Risk Management. It is not the intent of the policy to define specifics of Workers' Compensation procedures.
	<p>III. Procedure E. The Division Director, Department Head or Elected Official shall notify Human Resources of any KP&F or KPERS member employee who has been off work for forty-five (45) days.</p> <p>1. Human Resources shall file the proper forms in case there is a possible disability claim.</p>	<p>III. Procedure A. The Division Director, Department Head or Elected Official shall notify Human Resources of any KP&F or KPERS member employee who has been off work for forty-five (45) days.</p> <p>1. Human Resources shall file the proper <i>KP&F or KPERS</i> forms in case there is a possible disability claim.</p>	33. Adds reference to KP&F and KPERS forms.

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
<p>4.702 Injuries on the Job (con't)</p>	<p>III. Procedure F. Employees who have been off work for five (5) continuous months in any twelve (12) month period due to an injury, exclusive of FMLA, may be terminated at the discretion of the hiring authority after their sick and vacation leave has been exhausted (injury leave for Fire District employees is covered under KP&F).</p> <p>1. An employee who is injured on the job and will be off for an extended period of time, shall be placed on injury or leave of absence by the Division Director, Department Head or Elected Official after the employee's sick and vacation leaves have been exhausted.</p> <p>a. Fire District employees covered under KP&F who are injured on the job and will be off for an extended period of time will be place on injury leave or leave of absence by the Fire Chief after the employee's injury, sick and vacation leaves have been exhausted.</p> <p>b. The leave of absence to those employees will be for five (5) continuous months in any twelve (12) month period, exclusive of FMLA leave, with life and health insurance that is provided by Sedgwick County. The employee shall be responsible for his/her share of the premium payment to the County.</p>	<p>Delete</p>	<p>34. Deleted on the recommendation of Risk Management. It is not the intent of the policy to define specifics of Workers' Compensation procedures.</p>

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
4.702 Injuries on the Job (con't)	III. Procedures G.1. b. Employees off work more than seven (7) calendar days shall receive Worker's Compensation benefits supplemented by their sick leave or vacation leave if accrued, not to exceed their normal pay (or injury leave for Fire District employees covered under KP&F).	III. Procedures B. b. Employees off work more than seven (7) calendar days <i>may be eligible to</i> receive Workers' Compensation benefits. <i>The Workers' Compensation benefit shall be</i> supplemented by sick leave or vacation leave if accrued, not to exceed their <i>approximate regular net</i> payment (or injury leave for Fire District employees covered under KP&F).	35. Procedure will change to supplement Workers' Compensation to net pay rather than gross pay as is the current procedure.
	III. Procedures G. 1. c. Employees off work for more than twenty-one (21) consecutive calendar days shall be paid Workers' Compensation benefits for the initial seven (7) consecutive calendar days.	Delete	36. Deleted on the recommendation of Risk Management. It is not the intent of the policy to define specifics of Workers' Compensation procedures.
	III. Procedures H. The department shall send the Information Sheet to Human Resources for processing.	III. Procedures C. <i>Risk Management staff shall notify the Division of Human Resources of Workers' Compensation cases.</i>	37. Procedure change. Risk Management notifies Human Resources. Departments work with Risk Management.
	III. Procedures I. If County employees are represented by counsel with respect to their Workers' Compensation claim, the Risk Management Department will refer them Sedgwick County's attorney and not discuss their claim with them directly.	Delete	38. Deleted on the recommendation of Risk Management. It is not the intent of the policy to define specifics of Workers' Compensation procedures.
4.709 Leave of Absence Without Pay	II. Policy E. Absences of less than thirty (30) calendar days shall not constitute a leave of absence.	II. Policy E. Absences of less than thirty (30) calendar days shall not constitute a leave of absence <i>and may be tracked on the timesheets using appropriate codes.</i>	39. Clarifies a leave less than 30 days does not require a Personnel Action Form.

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
4.709 Leave of Absence Without Pay (con't)	II. Policy F. The Division Director, Department Head or Elected Official may grant an employee a leave of absence for a period of five (5) consecutive months. Leaves of absence may not be extended past the five (5) months (except military leave).	II. Policy F. The Division Director, Department Head or Elected Official may grant an employee a leave of absence for a period of five (5) consecutive months. Leaves of absence may not be extended past the five (5) months (except military leave). <i>Special consideration, including reasonable accommodations, may be necessary before terminating, or taking any other disciplinary action in relation to an employee defined as an employee with a disability. For more extensive information pertaining to employees with disabilities or reasonable accommodation see ADA Reasonable Accommodation Policy 4.311</i>	40. Adds language to assist supervisors for consideration of ADA requests prior to termination of employee who is unable to return after approved leave of absence.
	II. Policy G. Failure to return upon the date noted for the leave of absence shall result in termination.	II. Policy G. Failure to return upon the date noted for the leave of absence <i>may</i> result in termination.	41. Employee is not automatically terminated. The circumstances of each situation are considered on an individual basis.
	II. Policy H. Neither seniority, sick leave or vacation shall accrue during an employee's leave of absence. Earned, unused, vacation leave may be utilized while on leave of absence.	II. Policy H. Neither seniority, sick leave or vacation shall accrue during an employee's leave of absence.	42. While employee is on leave of absence, the inactive status does not allow management to make any payments of vacation during the leave. This makes the policy more consistent with current processes.
	II. Policy N. There shall be no pay from the County while an employee is on leave of absence, except vacation pay, if the employee is eligible. The employee must request payment for vacation time.	II. Policy N. <i>There shall be no pay from the County while an employee is on leave of absence unless prior to the start of the leave, the employee requests payment for vacation time.</i>	43. Change allows employee to ask for vacation balance to be paid out. HR has developed procedural instructions to assist with this process. Procedure requires request submitted in writing.

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
4.079 Leave of Absence Without Pay (con't)	<p>III. Procedure A. A request for leave of absence must be in writing.</p> <p>1. A copy of the request, along with a Personnel Action Form authorizing the leave, shall be sent to the Human Resources Division if the leave is longer than thirty (30) calendar days.</p> <p>2. The Personnel Action Form shall indicate the length of the leave of absence requested.</p>	<p>III. Procedure A. A request for leave of absence <i>and payment of vacation hours must be in writing.</i></p> <p>1. A copy of the request, along with a Personnel Action Form authorizing the leave, shall be sent to the Human Resources Division if the leave is longer than thirty (30) calendar days.</p> <p>2. The Personnel Action Form shall indicate the length of the leave of absence requested <i>and the number of hours to include in the vacation payment.</i></p>	44. Adds language to help with implementation of the payment of vacation hours if desired by the employee. HR plans to develop procedural instructions to assist.
	<p>III. Procedure B. The hiring authority will send a Personnel Action Form to the Division of Human Resources if the leave of absence is going to be extended, but not past five (5) months (except military leave). Failure to return upon the date noted for the leave of absence will result in termination.</p>	<p>III. Procedure B. The hiring authority will send a Personnel Action Form to the Division of Human Resources if the leave of absence is going to be extended, but not past five (5) months (except military leave). Failure to return upon the date noted for the leave of absence <i>may</i> result in termination.</p>	45. Employee is not automatically terminated. The circumstances of each situation are considered on an individual basis.
4.711 Family and Medical Leave	<p>II. Policy B. Amount of Leave</p> <p>An eligible employee can take up to twelve (12) weeks of FML leave for the circumstances noted above in Item A. 1. through Item A. 4. To determine the amount of eligible hours available to the employee, a rolling 12-month calendar timeframe will be used. This calculation measures backwards from the date an employee uses any FML leave.</p> <p>An eligible employee can take up to twenty-six (26) weeks of FML leave for the circumstances noted in item A.5.for covered Service member leave during a single 12-month period and the calculation</p>	<p>II. Policy B. Amount of Leave</p> <p>An eligible employee can take up to twelve (12) weeks of FML leave for the circumstances noted above in Item A. 1. through Item A. 4. To determine the amount of eligible hours available to the employee, a rolling 12-month calendar timeframe will be used. This calculation measures backwards from the date an employee uses any FML leave.</p> <p>An eligible employee can take up to twenty-six (26) weeks of FML leave for the circumstances noted in item A.5.for covered Service member leave during a single 12-month period and the calculation</p>	46. Changes Sg. Co. procedure to automatically track time receiving Workers' Compensation as Family and Medical Leave.

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
4.711 Family and Medical Leave (con't)	<p>measures forward from the date leave is used.</p> <p>If a husband and wife both work for Sedgwick County and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or care for a parent with a serious health condition, the husband and wife may only take a combined total of twelve (12) weeks of leave. If husband and wife both work for Sedgwick County and each wishes to take leave to care for a covered injured or ill service member, a combined twenty-six (26) weeks of covered service member leave may be taken.</p>	<p>measures forward from the date leave is used.</p> <p>If a husband and wife both work for Sedgwick County and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or care for a parent with a serious health condition, the husband and wife may only take a combined total of twelve (12) weeks of leave. If husband and wife both work for Sedgwick County and each wishes to take leave to care for a covered injured or ill Service member, a combined twenty-six (26) weeks of covered Service member leave may be taken.</p> <p><i>FML eligible employees injured on the job receiving Workers' Compensation will have this leave time tracked and deducted from FML entitlement.</i></p>	
	<p>II. Policy E. Designation of Leave</p> <p>Paid leave may be retroactively designated as Family and Medical Leave by either the employee or the County if circumstances are such that the leave was unexpected or because the employee is on sick or vacation leave for an FMLA purpose and has not advised the County of said purpose. However, in no event may leave be so designated after the leave has ended, except as provided by law.</p>	<p>II. Policy E. Designation of Leave</p> <p>Paid leave may be retroactively designated as Family and Medical Leave by either the employee or the County if circumstances are such that the leave was unexpected or because the employee is on sick or vacation leave for an FMLA purpose and has not advised the County of said purpose. However, in no event may leave be so designated after the leave has ended, except as provided by law. <i>The County will designate Workers' Compensation absences as FML hours.</i></p>	<p>47. Sedgwick County will track time receiving Workers' Compensation as Family and Medical Leave.</p>

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item #/Notes</i>
4.711 Family and Medical Leave (con't)	<p>III. Procedures A. When an employee has a foreseeable need for Family Medical Leave, the employee must complete the Family and Medical Leave Request for Leave Form, available on e-line. If unforeseeable need arises the employee may verbally notify the appropriate supervisor of the request. When the need is foreseeable, the completed form must be submitted to the Department Head at least thirty (30) days prior to the commencement of the leave. A copy of the Request for Leave Form shall be forwarded by the Department Head to Human Resources. If, due to unforeseeable circumstances, it is impossible to give a full thirty (30) days notice, as much advance notice as possible is still required. Failure to comply with the above notice requirements may delay the onset of employee's FML leave for a period of up to thirty (30) days.</p> <p>The Department Head will provide a written Notice of Eligibility and Rights & Responsibilities form to the employee and copy Human Resources within five (5) business days when either 1) the Request for Leave form is received, or 2) a verbal request for FML is made by the employee, or 3) the Department acquires knowledge that an employee's absences may be for an FML qualifying reason.</p>	<p>III. Procedures A. When an employee has a foreseeable need for Family Medical Leave, the employee must complete the Family and Medical Leave Request for Leave Form. <i>An employee may obtain this form from his/her immediate supervisor.</i> If unforeseeable need arises the employee may verbally notify the appropriate supervisor of the request. When the need is foreseeable, the completed form must be submitted to the Department Head at least thirty (30) days prior to the commencement of the leave. A copy of the Request for Leave Form shall be forwarded by the Department Head to Human Resources. If, due to unforeseeable circumstances, it is impossible to give a full thirty (30) days notice, as much advance notice as possible is still required. Failure to comply with the above notice requirements may delay the onset of employee's FML leave for a period of up to thirty (30) days.</p> <p>The Department Head will provide a written Notice of Eligibility and Rights & Responsibilities form to the employee and copy Human Resources within five (5) business days when either 1) the Request for Leave form is received, or 2) a verbal request for FML is made by the employee, or 3) the Department acquires knowledge that an employee's absences may be for an FML qualifying reason.</p>	<p>48. Revises procedure to obtain forms from the employee's supervisor. It is necessary for the supervisor to supply the job description or a listing of essential job functions. Employee is required to take this documentation, along with the forms, to the appointment with the doctor. Getting the forms from his/her supervisor will save a possible second trip to the doctor.</p>

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item#/Notes</i>
COMPENSATION			
4.2001 Wage and Salary Administration	<p>II. Policy C.</p> <p>All hourly (bi-weekly) paid employees are entitled to the pay provisions established by the Board of County Commissioners and must be paid for all hours worked.</p>	<p>II. Policy C.</p> <p>All hourly paid employees are entitled to the pay provisions established by the Board of County Commissioners and must be paid for all hours worked.</p>	49. Deletes the word bi-weekly. Content is referring to hourly employees only. All EEs are paid bi-weekly.
	<p>II. Policy D. 4.</p> <p>Disciplinary Deductions. Deductions from pay in increments of one or more full days may be made for unpaid suspensions when an exempt employee violates written workplace conduct policies such as sexual harassment, violence or drug use. Deductions from pay for violations of major safety rules may be made in increments of less than one day. Safety rules of major significance include those relating to the prevention of serious danger in the workplace or to other employees. When calculating the amount of a deduction under this subsection, the County will use the hourly or daily equivalent of the employee's full weekly salary or any other amount proportional to the time actually missed by the employee. Disciplinary deductions are not intended for performance or attendance problems.</p>	<p>II. Policy D. 4.</p> <p>Disciplinary Deductions. Deductions from pay in increments of one or more full days may be made for unpaid suspensions when an exempt employee violates written workplace conduct policies <i>including, but not limited to</i>, sexual harassment, violence or drug use. Deductions from pay for violations of major safety rules may be made in increments of less than one day. Safety rules of major significance include those relating to the prevention of serious danger in the workplace or to other employees. When calculating the amount of a deduction under this subsection, the County will use the hourly or daily equivalent of the employee's full weekly salary or any other amount proportional to the time actually missed by the employee. Disciplinary deductions are not intended for performance or attendance problems.</p>	50. Wording clarification.

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item#/Notes</i>
<p>4.2001 Wage and Salary Administration (con't)</p>	<p>II. Policy L. Promotion/Salary Adjustment</p> <p>1. A salary increase for any reason other than annual General Pay Adjustment or merit will be identified as a promotion action. The promotional pay increase may occur within the employee's current salary range or on a higher salary range. The movement of an employee to another position either within the same department or across the organization with an increase in pay is a promotion. Promotions to Fire Captain in the Fire District will follow the Fire District policy for promotions and are not covered by this item; see Fire District Standard Operating Policies.</p> <p>2. When the promotion is to a higher salary range, the increase in pay will be a three (3) percent to six (6) percent increase to current base salary or placement at the new range minimum per Hiring Authority direction. The County Manager may approve up to an additional ten (10) percent increase. Requests above the ten (10) percent additional must be approved by the Sedgwick County Board of Commissioners.</p>	<p>II. Policy L. Promotion/Salary Adjustment</p> <p>1. A salary increase for any reason other than annual General Pay Adjustment or merit will be identified as a promotion action. The promotional pay increase may occur within the employee's current salary range or on a higher salary range. The movement of an employee to another position either within the same department or across the organization with an increase in pay is a promotion. Promotions to Fire Captain in the Fire District will follow the Fire District policy for promotions and are not covered by this item; see Fire District Standard Operating Policies.</p> <p>2. When the promotion is to a higher salary range, the increase in pay will be a <i>two (2) percent to four (4) percent increase</i> to current base salary, <i>per Hiring Authority Direction, if current base salary is already above the new range minimum. If current base salary is below the new range minimum, current base salary will be moved to the new range minimum.</i> The County Manager may approve up to an additional ten (10) percent increase <i>to the Hiring Authority's direction, whether the salary was above or below the new range minimum.</i> Requests above the ten (10) percent additional must be approved by the Sedgwick County Board of Commissioners.</p>	<p>51. Revises the increase percentages to match the percentages used for Range Reallocation.</p>

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item#/Notes</i>
4.2001 Wage and Salary Administration (con't)	<p>3. When the promotion occurs within the employee's current salary range, the increase in pay will be a three (3) percent to six (6) percent increase to current base salary per hiring authority direction. The County Manager may approve up to an additional ten (10) percent increase. Requests above the ten (10) percent additional must be approved by the Sedgwick County Board of Commissioners.</p> <p>4. Promotions do not impact the employee's eligibility for a performance based merit. If the promotion is to a new department and occurred between October 31 - December 31, the employee is eligible for the performance based merit percentage from the department the employee left.</p>	<p>3. When the promotion occurs within the employee's current salary range, the increase in pay will be a <i>two (2) percent to four (4) percent increase</i> to current base salary per hiring authority direction. The County Manager may approve up to an additional ten (10) percent increase. Requests above the ten (10) percent additional must be approved by the Sedgwick County Board of Commissioners.</p> <p>4. Promotions do not impact the employee's eligibility for a performance based merit. If the promotion is to a new department and occurred between October 31 - December 31, the employee is eligible for the performance based merit percentage from the department the employee left.</p>	52. Revises the increase percentages to match the percentages used for Range Reallocation.
	<p>II. Policy M. 2. If, as a result of re-evaluation, a position is changed to a higher salary range the incumbent's base salary may be moved to the new job range minimum. If the incumbent's current salary is below the new midpoint, he/she may receive a four (4) percent salary increase. If current salary is above midpoint, the employee may receive a two (2) percent salary increase. The increase will be based on placement on the new range compared to midpoint. The department may also make a recommendation based on a comparison of incumbents assigned to the same pay range, amount of increase not to exceed four (4) percent.</p>	<p>II. Policy M. 2. If, as a result of re-evaluation, a position is changed to a higher salary range the incumbent's base salary <i>will</i> be moved to the new job range minimum <i>if the current salary is below the new job range minimum, the department may make a recommendation of up to a four (4) percent salary increase above the minimum. When the current base salary is already above the new job range minimum, the pay increase will be determined as follows.</i> If the incumbent's current salary is below the new midpoint, he/she may receive a four (4) percent salary increase. If current salary is above midpoint, the employee may receive a two (2) percent salary increase. The increase will be based on placement on the new range compared to midpoint. The department may also make a recommendation based on a comparison</p>	53. Changes 'may' to 'will'. Positions must be at the range minimum. EE will no longer move to minimum and automatically receive 4% increase. Will be moved to minimum and additional increase will be at discretion of Hiring Authority.

<i>Policy</i>	<i>Current</i>	<i>New</i>	<i>Item#/Notes</i>
4.2001 Wage and Salary Administration (con't)		of incumbents assigned to the same pay range, amount of increase not to exceed four (4) percent.	
	<p>II. Policy P. Performance-Based Merit</p> <p>1. A merit is an in-range base salary increase granted to an employee based on the prior performance period's performance evaluation Score. See 4.903 Performance Evaluation Policy. Employees not covered by the Memorandum of Agreement in the Sedgwick County Fire District should refer to Fire District Standard Operating Policies for Performance-Based Merit processes.</p> <p>a. A merit will be granted once a year. The merit amount will be determined by establishing up to four (4) annual departmental pay tiers within that <i>year's budget guidelines and within the range of two (2) through six (6) percent of base salary.</i></p>	<p>II. Policy P. Performance-Based Merit</p> <p>1. A merit is an in-range base salary increase granted to an employee based on the prior performance period's performance evaluation score. See 4.903 Performance Evaluation Policy. Employees not covered by the Memorandum of Agreement in the Sedgwick County Fire District should refer to Fire District Standard Operating Policies for Performance-Based Merit processes.</p> <p>a. A merit will be granted <i>no more than</i> once a year. The merit amount will be determined by establishing up to four (4) annual departmental pay tiers within that year's budget guidelines.</p>	<p>54. Clarifies that merit will be given only once per year. Removes the reference to the percentage of increase for a performance based merit. Ranges are determined annually based on budgetary guidelines.</p>
GENERAL	This Policy/Procedures Manual does not in any way constitute an employment contract. Sedgwick County reserves the right to amend this Manual at any time subject only to approval by the Board of County Commissioners and the Governing Body of Sedgwick County Fire District Number One.	This Policy/Procedures Manual does not in any way constitute an employment contract. Sedgwick County reserves the right to amend this Manual at any time subject only to approval by the Board of County Commissioners and the Governing Body of Sedgwick County Fire District Number One. <i>The Memorandum of Agreement should be consulted for those Fire District employees who are included in the bargaining unit.</i>	55. This content was added to each policy being revised to provide consistency and clarification.