

SECTION XVI: BENEFITS

1. **WORKERS COMPENSATION.** Tremonton City is committed to providing a safe work environment for employees. All employees who sustain a bona fide, on-the-job injury or illness are covered by Workers Compensation, which generally provides medical reimbursement and disability benefits as provided for by law.
 - A. **Initial Reporting of Illness or Injury.** Reporting the accident or illness is critical to qualification for payment under Workers Compensation. If an employee is injured while on the job, no matter how minor, the circumstances shall be reported to the Department Head and/or the HR Director immediately. All injuries shall be reported the day they occur. Failure to report injuries could jeopardize coverage of the injury. The HR Director shall begin a Workers Compensation claim and help to arrange medical care. After Form 122 is filled out (see Appendix 44), a copy shall be sent to the City's Workers Compensation carrier and a copy shall be sent to the Industrial Commission within seven (7) days of the date of the injury.
 - B. **Medical Attention.** If an employee sustains a life-threatening injury on the job, 911 shall be called to access normal emergency care. An employee who sustains a bona fide, non-life-threatening, on-the-job injury may seek medical attention from a provider covered by the City's Workers Compensation Network Provider. If a Network Provider is not available, contact shall be made with the HR Director to arrange medical care. Failure to do so may affect a Workers Compensation claim. The employee shall tell the doctor HOW, WHEN, and WHERE the accident occurred. The doctor shall complete a medical report and copies of this report shall be sent within seven (7) days to the City's Workers Compensation carrier, the Industrial Commission, and to the injured worker. (Do not submit doctor or hospital bills for on-the-job injuries or illness to the employee's regular medical plan.)
 - C. **Post Injury Procedures.** If an employee becomes injured on the job, Tremonton City shall do all within its means to help the employee heal and return to work as quickly as possible. After receiving medical attention, the following steps shall be taken:
 - (1) The injured employee and their Department Head shall deliver all paperwork received from the attending physician to the HR Director. All employees shall return to work after the approval of the attending physician. A statement from the attending physician stating that the employee is able to resume normal duties shall be required before returning to work. Failure to return to work when directed may result in immediate termination.
 - (2) The HR Director and the injured employee's Department Head shall review any restrictions given by the medical provider with the injured employee's job description and determine if the employee's regular job

duties meet the restrictions. If not, Tremonton City shall accommodate light duty/restricted duty jobs and shall work with the employee's Department Head to design a work strategy that meets the injured employee's restrictions and accomplishes the City's goals. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within their current job description.

- (3) Injured employees shall comply with the restrictions they are given. Failure to do so could slow their recovery or cause further injury and/or immediate termination.

D. While on Workers Compensation Leave.

- (1) Employee Requirements. While on Workers Compensation leave, the injured employee's Department Head and the HR Director shall regularly follow up with the employee, medical providers, and the Workers Compensation Claims Adjuster to make sure the employee is meeting the following requirements: getting the care required by the attending physician; attending his or her medical appointments; complying with his or her restrictions; and that any restricted duty assignments are helping the employee move closer to his or her regular job duties. Failure of the injured employee to comply with these requirements may result in revocation of the Workers Compensation Leave and/or immediate termination.
- (2) Compensation. Workers Compensation has a waiting period wherein the Workers Compensation fund will not pay income to the employee for the first three (3) days of lost time until the total time for a compensable injury or illness exceeds fourteen (14) days. An employee who is approved for Workers Compensation income shall receive an amount determined by the City's Workers Compensation insurance carrier while absent from work. Workers Compensation payments shall be sent from the insurance carrier directly to the employee. No regular payroll deductions (e.g. federal and State income tax, FICA, etc.) shall be withheld.
- (3) Gap Payments to Employee during Workers Compensation Waiting Period. The Mayor or City Manager shall be authorized to make a gap payment, that is income to be paid to the employee for their lost wages, for up to three days, which is the Workers Compensation waiting period based upon meeting all of the following criteria:
 - (a) The employee is eligible for Workers Compensation income and the total time for a compensable injury or illness is less than fourteen (14) days.

- (b) The employee does not have any paid-time leave with Tremonton City.
 - (c) The City receives written approval from Utah Retirement Systems (URS), when the injured employee is not already enrolled in URS that the City's gap payment to the employee to cover the waiting period for Workers Compensation income is not to be considered a benefit normally provided for eligibility enrollment into URS.
 - (d) Subrogation Rights. The employee assigns subrogation rights to Tremonton City, when a third party is or may be at fault for the employee's injury, to allow Tremonton City to recoup its cost from the third party for income paid to the employee. The subrogation rights shall be limited to an amount not to exceed the amount of income paid by the City to the employee.
 - (4) Health Insurance. An employee on Workers Compensation leave shall be required to continue to pay their portion of the monthly benefit premiums. Payment arrangements can be made with the HR Director to maintain benefits while the employee is on leave. Failure to make premium payments when due may result in a loss of health insurance coverage.
 - (5) Accrual of Leave and Holidays. Paid annual leave, paid sick leave, paid holidays, and retirement benefits shall not accrue when an employee is on Workers Compensation leave.
 - (6) Use of Paid Annual Leave or Paid Sick Leave. Full-time employees who are eligible for paid annual leave and paid sick leave, may supplement their Workers Compensation income through the use of partial paid sick leave or paid annual leave earned prior to the injury.
 - (7) If no Vacancy Exists. At the time of final release or settlement of a Workers Compensation claim, if no vacancy exists and if a reasonable effort, which has proven to be unsuccessful, has been made to place the employee in another position, the employee may be terminated and paid any accrued benefits due to them.
2. SOCIAL SECURITY/FICA. All employees are covered by the benefits of Old Age, Survivors, and Disability Insurance as provided for by law. Contributions of the employee and Tremonton City shall be made in accordance with the provision of the law.
 3. STATE AND FEDERAL UNEMPLOYMENT. All employees are covered by the benefits of State and Federal Unemployment. Contributions of the employee and Tremonton City shall be made in accordance with the provision of the law.

4. SHORT-TERM DISABILITY. Eligible employees are covered by Short-Term Disability, which provides short-term disability benefits for non-job-related illness or injury.
- A. Short-Term Disability Waiting Period. The waiting period for Short-Term Disability is four (4) weeks.
 - B. Eligibility. In order to be eligible to participate in short-term disability benefits, if offered by the City, an employee shall be:
 - (1) A Full-time employee with one (1) year or more of continuous service; and
 - (2) Determined by a physician, in writing, to be disabled and unable to perform their normal duties for a period in excess of four (4) weeks.
 - C. Existing Leave. Before receiving any short-term disability leave advance or benefit payment from the City, employees shall use all their accrued paid sick and paid annual leave.
 - D. Short-Term Disability Benefit. After the four (4) week waiting period and use of all accrued paid sick and paid annual leave, an employee shall receive an advance from a future year's paid sick leave up to eighty (80) hours and an advance from a future year's paid annual leave up to eighty (80) hours. After exhausting all accrued and advanced paid sick and paid annual leave, the employee shall then receive, as a disability benefit payment, eighty (80) percent of the employee's pay (based on a forty (40) hour week) until the long-term disability benefits waiting period is over, at which time the employee shall be compensated under the terms of the long-term disability insurance program, if offered by the City. In no case shall the short-term disability benefit payment exceed a ninety (90) day period. Employees on short-term disability that do not return to work as a result of their disability shall not be required to repay advanced paid sick and paid annual leave.
 - E. Accrual of Leave and Holidays. Paid annual leave, paid sick leave, paid holidays, and retirement benefits shall not accrue when an employee is on short-term disability.
 - F. Donation of Leave Time. No paid annual leave or paid sick leave hours may be donated to an employee while on short-term leave (see Section XII: Employment Terms).
 - G. Health Insurance. An employee may elect to continue coverage under the City's group health insurance while on short-term disability at the same level and under the same terms and conditions as if they were not on leave. An employee who elects coverage is required to continue to pay their portion of the monthly health insurance premium. Payment arrangements can be made with the HR Director to

maintain health insurance benefits while the employee is on leave. Failure to make premium payments when due may result in a loss of coverage.

- H. Family and Medical Leave Act (FMLA). Use of the Family and Medical Leave Act (FMLA) shall run concurrent with short-term disability (see Section XVII: Family and Medical Leave Act for eligibility and administration).
 - I. Termination of Employment. If an employee fails to return to work or transition to Long-Term Disability after FMLA leave is exhausted, or after twelve (12) weeks, the employee may be terminated.
5. LONG-TERM DISABILITY. Eligible employees are covered by Long-Term Disability, which provides long-term disability benefits for non-job-related illness or injury.
- A. Eligibility. Full-time Employees are typically eligible for participation in long-term disability benefits if offered by the City. Eligibility of benefits for long-term disability shall be determined by the insurance provider.
 - B. Long-Term Disability Benefit. Determination of benefits for long-term disability shall be determined by the insurance provider.
 - C. Accrual of Leave and Holidays. Paid annual leave, paid sick leave, paid holidays, and retirement benefits shall not accrue when an employee is on long-term disability.
 - D. Donation of Leave Time. No paid annual leave or paid sick leave hours may be donated to an employee while on long-term disability leave (see Section XII: Employment Terms).
 - E. Health Insurance. An employee on long-term disability leave shall be terminated from the City's Health Insurance plan effective the first day of the month after long term disability begins and shall be entitled to a continuation of group health insurance coverage per the mandates of the Consolidated Omnibus Budget Reconciliation Act (COBRA) (see Section IX: Termination of Employment for more details).
 - F. Family and Medical Leave Act (FMLA). Use of the Family and Medical Leave Act (FMLA) shall run concurrent with long-term disability (see Section XVII: Family and Medical Leave Act for eligibility and administration).
 - G. Termination of Employment. If an employee fails to return to work after FMLA leave is exhausted, or after twelve (12) weeks, the employee may be terminated.

6. UTAH RETIREMENT SYSTEM.

A. Definitions. For the purposes of this policy, the following terms are defined herein:

- (1) “Utah State Retirement Board” established under UCA 49-11-202 to develop broad policy for the long-term operation of the various Utah Retirement systems, plans, and programs as per UCA 49-11-203.
- (2) “Benefits Normally Provided” as defined in the Utah State Retirement Board Resolution 2012-09 includes, but is not limited to, Annual Leave, Sick Leave, and Paid-Time-Off (PTO) in lieu of Annual Leave and/or Sick Leave, and retirement benefits of any kind if the employer pays a portion of the cost. “Benefits Normally Provided” shall not include Social Security, Workers Compensation insurance, unemployment insurance, Medicare or other similar payments or any benefits required by law including health coverage of any kind if the employer is required by law to pay a portion of the premium for such coverage or paid time off if the employer is required by law to give employees paid time off for global pandemics or the like (see Appendix 40).

B. Pension.

- (1) All Employees who average twenty (20) or more hours per week and who receive at least one normally provided benefit, as approved by the Utah State Retirement Board, are covered by the Utah State Retirement System, unless otherwise authorized by the City Council according to State Law.
 - (a) Tier 2 elected and appointed officials shall not be eligible for retirement benefits.

C. Exemption.

- (1) The following positions are eligible to exempt out of the Utah Retirement System’s pension plan:
 - (a) Mayor
 - (b) City Councilmembers
 - (c) City Manager
 - (d) City Recorder
 - (e) City Treasurer
 - (f) Police Chief
 - (g) Fire Chief
 - (h) Public Works Director
 - (i) Community Services Director
 - (j) Building Official
 - (k) Senior Center Director

- (l) Library Director
- (m) Food Pantry Director

D. Minimum Guaranteed Contribution Rates for Pension.

- (1) Tier 1 Noncontributory Local Government (Fund 15) Full-time Employees. Tremonton City guarantees their retirement contributions for Tier 1 Noncontributory Local Government (Fund 15) Full-time Employees shall not drop below 12.73% of the employee's wage, the highest rate set by the State as of July 1, 2003. If the contribution rate set by the Utah Retirement System does drop below 12.73%, the City shall contribute the difference into the benefited employee's 401k.
- (2) Tier 1 Public Safety Noncontributory (Fund 75). Tremonton City guarantees their retirement contributions for Tier 1 Public Safety Noncontributory (Fund 75) shall not drop below 12.73% of the employee's wage, the highest rate set by the State as of July 1, 2003 for Noncontributory Local Government (Fund 15). If the contribution rate set by the Utah Retirement System does drop below 12.73% of the employee's wage, the highest rate set by the State as of July 1, 2003, for Noncontributory Local Government (Fund 15), the City shall contribute the difference into the benefited employee's 401k.

E. IRS Pick-Up Elections.

- (1) Tier 1 Firefighter Retirement System Division A (Fund 31). Tremonton City elects to completely fund the required employee contribution for all eligible employees in the Tier I Firefighter Retirement System Division A (Fund 31) as allowed by federal and state law, including Section 414(h)(2) of the Internal Revenue Code, and according to the applicable Utah State Retirement System retirement contribution rates in a given fiscal year.
- (2) Tier 2 Public Safety Retirement System Division A (Fund 75). Tremonton City elects to fund 3.39% of the required employee contribution for all eligible employees in the Tier 2 Public Safety Retirement System Division A (Fund 75) as allowed by federal and state law, including Section 414(h)(2) of the Internal Revenue Code, and according to the applicable Utah State Retirement System retirement contribution rates in a given fiscal year.
- (3) Tier 2 Firefighter Retirement System Division A (Fund 31). Tremonton City elects to fund 3.39% of the required employee contribution for all eligible employees in the Tier 2 Firefighter Retirement System Division A (Fund 31) as allowed by federal and state law, including Section 414(h)(2) of the Internal Revenue Code, and according to the applicable Utah State Retirement System retirement contribution rates in a given fiscal year.

- F. Savings Plans. Full-time Employees may establish Utah Retirement System Savings Plans (401k, 457, Traditional IRA, and/or Roth IRA) accounts. Excepting as noted above in subsection C Minimum Guaranteed Contribution Rates for Retirement, the City shall not make contributions to employees' savings plans or match any employee's contributions. Additional details and enrollment forms are available from the HR Director.
- G. Additional details are available from the HR Director.
- H. Past Utah Retirement System Contributions.
 - (1) Statute of Limitations – Past Employees. The City shall fully exercise the statute of limitations afforded by Utah Retirement Systems Board Resolution 13-05 (see Appendix 52) that protects the City against unknown liabilities to hold the City harmless from past Utah Retirement Systems (URS) contributions and associated interest amounts older than three (3) years to past employees. The HR Director in coordination with the City Manager are authorized to inform URS of the City's policy not to pay past URS contributions older than three (3) years for past employees upon receiving notice from URS regarding outstanding past URS contributions and associated interest.
 - (2) Statute of Limitations – Current Employees. The City shall fully exercise *or* partially exercise the statute of limitations afforded by Utah Retirement Systems Board Resolution 13-05 (see Appendix 52) that protects the City against unknown liabilities to hold the City harmless from past Utah Retirement Systems (URS) contributions and associated interest amounts older than three (3) years to current employees. When the City receives notice of past URS contributions due to a current employee, the Mayor and City Manager shall notify the City Council of the amount. Thereafter, the City Council may individually direct or collectively direct, acting as a public body, the City Manager or Mayor to move forward by fully exercising or partially exercising the statute of limitations. Based upon the direction received by the City Council, the City Manager or Mayor may move forward as follows:
 - (a) Partially Exercise the Statute of Limitations. Under the partial exercise of the statute of limitations, the City shall pay only past URS contribution amounts older than three (3) years to current employees but shall *not* pay any calculated interest associated with past contribution amounts. At the election of the current employee, the contribution amount shall be paid either to:
 - (1) URS so that the employee receives partial years of service credit as calculated by URS; or

- (2) Paid directly to the employee in which case the employee shall receive no years of service credit in the Utah Retirement System. Employees shall sign an agreement acknowledging receipt of payment in lieu of a contribution to URS (see Appendix 53).
- (b) Fully Exercise the Statute of Limitations. Based upon the economic conditions of the City, as determined solely by the City Council at the time the City receives notification from Utah Retirement Systems of past contributions, the City Council may fully exercise the statute of limitations afforded by Utah Retirement Systems Board Resolution 13-05 (see Appendix 52) and direct the HR Director or City Manager to inform URS of the City Council's decision not to pay past URS contributions older than three (3) years and associated interest for current employees.

7. INSURANCE.

- A. Medical Health, Dental, and Vision Insurance. It is the policy of Tremonton City to pay a portion of the cost of health, dental, and vision insurance for each Full-time employee and his or her lawfully married spouse and dependent children as approved by the City Council during the budget process. If an employee and his or her lawfully married spouse are employed by Tremonton City, both employees may be eligible for health, dental, and vision insurance, but coverage shall only be provided under the name of one spouse rather than as coordinated coverage for both. Dependent children are eligible to be covered under only one Tremonton City-employed parent.
- B. Life Insurance. It is the policy of Tremonton City to pay for a basic life insurance policy for each Full-time employee and his or her lawfully married spouse and dependent children as approved by the City Council during the budget process.
- C. Local Public Safety and Firefighter Surviving Spouse Trust Fund. The Local Public Safety and Firefighter Surviving Spouse Trust Fund may provide health coverage for the surviving spouse and for children of a fallen public safety officer or firefighter until the children reach the age of 26. Determination of eligibility of a surviving spouse of a fallen local public safety officer or firefighter and possible benefits shall be limited to and defined in the *Public Safety Officer and Firefighter Line-of-duty Death Act* in Utah Code Title 53, Chapter 17 and as amended.
 - (1) Tremonton City's participation and responsibilities to the surviving spouse and children of the fallen public safety officer or firefighter shall be limited to any requirements contained in Utah Code Title 53, Chapter 17 as amended and in the cost-sharing agreement which it is required to enter

into with the Commissioner of the Utah Department of Public Safety. The Mayor is authorized to sign the annual cost-sharing agreement with the Commissioner and City staff is authorized to pay the required rates as established by the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees.

- (2) In accordance with Utah Code 53-17-501, the City shall notify the Utah Governor's Office of any possible line-of-duty death of an active member. The Governor's Office shall ensure that the spouse, at the time of death of the active member, or the beneficiary, are provided assistance to understand and apply for any death benefit for which the surviving spouse or beneficiaries may be eligible under Utah Code Title 53, Chapter 17, other Utah law, federal law, or local policy or ordinance.

8. HEALTH CARE REFORM.

A. Employer Mandate. Large Employers are mandated by the Affordable Care Act, effective January 1, 2015, to either be exposed to potential penalty or offer Health Coverage to Full-time Employees and their dependents, excepting the Margin of Error allowed by the Affordable Care Act. The Health Coverage offered shall meet the following requirements:

- (1) Minimum Essential Health Coverage. A plan shall cover at least sixty (60) percent of the total allowed costs of benefits under the plan.
- (2) Affordable Health Coverage. The premium cost to an employee for Health Coverage shall be no more than nine and a half (9.5) percent of the employee's household income. The employee's household income is defined as the employee's wages listed in Box 1 on their Form W-2.

B. Definitions. In accordance with the Affordable Care Act and for purposes of this policy only, the following terms are defined as follows:

- (1) "Full-Time Employee" shall mean an employee who consistently averages *more* than thirty (30) hours per week or *more* than one-hundred thirty (130) hours per month during a measurement period.
- (2) "Health Coverage" shall mean health insurance that meets the requirements contained in Section A of this policy and shall exclude dental and vision coverage. As noted in subsection 6 A (2) and 6 B (1) of this policy and as contained in Appendix Number 47, the offering of dental and vision coverage constitutes "Benefits Normally Provided" and this requires the City to enroll the employee in the Utah Retirement System.

- (3) “Large Employer” shall mean those employers with more than fifty (50) Full-time employees or Full-time employee equivalents. Tremonton City is a Large Employer by this definition.
- (4) “Margin of Error” shall mean five percent (5%) of your Full-time employees or five (5) Full-time employees, whichever is greater.
- (5) “Measurement Period” shall mean the designated period used to track the hours of Variable Part-time Employees to ascertain whether they are eligible for Health Coverage. The Measurement Period shall be 12 months long.
- (6) “Part-time Employees” shall mean an employee who consistently averages *less* than thirty (30) hours per week or *less* than one-hundred thirty (130) hours per month during a measurement period.
- (7) “Special Unpaid Leave” shall mean leave due to Family and Medical Leave Act (FMLA), Military, or Jury Duty.
- (8) “Variable Part-time Employees” shall mean Part-time employees that work fluctuating work schedules and employees who have seasonal schedules, wherein the City does not know if the employee shall qualify for eligibility for Health Coverage, under the Affordable Care Act, by averaging *more* than thirty (30) hours per week or *more* than one-hundred thirty (130) hours per month during a measurement period.

D. Compliance with Employer Mandate. It is the policy of Tremonton City to comply with the Employer Mandate provisions of the Affordable Health Care Act by doing the following:

- (1) Full-time Employees. The City shall offer Health Coverage that meets the minimum requirements, enumerated in subsection 8 A Employer Mandate, to Full-time Employees consistent with the Affordable Care Act; except the offering requirement specifically excludes offering Health Coverage to both an employee and his or her lawfully married spouse that is also employed by Tremonton City, when both employees may be eligible for Health Coverage as described in subsection 7 A of this policy.
- (2) Part-time Employees. The City shall *not* offer Health Coverage to Part-time Employees whose work schedule is intended to consistently average *less* than thirty (30) hours per week or *less* than one-hundred thirty (130) hours per month. Department Heads shall not allow Part-time Employees to work over thirty (30) hours per week without approval from the City Manager.
- (3) Variable Part-time Employees. Variable Part-time Employees that work fluctuating work schedules and employees who have seasonal schedules,

wherein the City does not know if the employee shall qualify for eligibility for Health Coverage, shall have their work hours measured to determine whether the City is mandated to provide Health Coverage through the Look Back/Stability Period Safe Harbor Method Process.

- E. Look Back/Stability Period Safe Harbor Method Process. The Look Back/Stability Period Safe Harbor Method (found in Prop. Treas. Reg. 54.4980H-1 and Prop. Treas. Reg. 54.4980H-3) is adopted by the City to identify if Variable Part-time Employees work on average *more* than thirty (30) hours per week or *more* than one-hundred thirty (130) hours per month during a Measurement Period. The Look Back/Stability Period Safe Harbor Method process is comprised of the following processes:
- (1) Standard & Initial Measurement Period Process. The Measurement Period is a designated period used to ascertain whether ongoing Variable Part-time Employees are eligible for Health Coverage.
 - (a) Standard Measurement Period Process. The hours for these Variable Part-time Employees shall be tracked on a monthly basis by the HR Director for a twelve (12) month period beginning on December 1st and ending on November 30th of each year (which is the Standard Measurement Period).
 - (b) Initial Measurement Period Process. For Variable Part-time Employees that are hired anytime after December 1, 2013, their Initial Measurement Period shall begin on the employee's first day of work (or day one of the first month following the employee's first day of work) and shall end after twelve (12) months.
 - (c) Determination of Eligibility. If a Variable Part-time Employee averages *more* than thirty (30) hours per week or *more* than one-hundred thirty (130) hours per month during the Standard or Initial Measurement Period, that employee is eligible for Health Coverage.
 - (2) Standard & Initial Administrative Period Process. The Administrative Period is a designated period allowed by City Administration to make an offering for Health Coverage (which excludes dental and vision coverage) to a Variable Part-time Employee who averaged *more* than thirty (30) hours per week or *more* than one-hundred thirty (130) hours per month during the Measurement Period. The eligible employee shall pay the same premium amounts as other City employees receiving Health Coverage (see Appendix Number 47 for additional detail). The Administrative Period allows the City to distribute and process completed Health Coverage enrollment materials.

- (a) Standard Administrative Period Process. The Standard Administrative Period shall be a one (1) month period beginning on December 1st and ending on December 31st of each year.
 - (b) Initial Administrative Period Process. For Variable Part-time Employees that are hired anytime after December 1, 2013, the Initial Administration Period shall begin immediately after the end of the Initial Measurement Period and shall last for a period of one (1) month.
 - (c) During the Administrative Period, the HR Director shall provide the eligible employee with the Health Coverage Offer Letter (see Appendix 46). The eligible employee shall state on the letter if they accept or decline the offered Health Coverage and provide their signature. The Health Coverage Offer Letter shall be retained in the employee's personnel file.
- (3) Standard & Initial Stability Period Process. The Stability Period is the period during which an employee who qualified for Health Coverage, due to their average hours worked during the Measurement Period, receives Health Coverage. During the Stability Period, the HR Director shall track, on a monthly basis, the employee's average hours worked.
- (a) Stability Period Process. The Stability Period shall be a twelve (12) month period beginning on January 1st and ending December 31st of each year. For employees that are hired anytime after December 1, 2013, the Initial Stability Period shall start immediately after the Initial Administrative Period and shall last for a period of twelve (12) months.
 - (b) Continuing Eligibility. An employee receiving Health Coverage because they worked on average *more* than thirty (30) hours per week or *more* than one-hundred thirty (130) hours per month during the Measurement Period, need not continue to average these same hours to remain eligible for Health Coverage during the Stability Period. However, at the end of the Stability Period, employees that fail to average *more* than thirty (30) hours per week or *more* than one-hundred thirty (130) hours per month during the Measurement Period, shall lose their eligibility to have Health Coverage provided by Tremonton City.
- (4) Migrating From Initial To Standard Measurement Period Process. New Variable Part-time Employees shall have the tracking of their hours worked migrated from the Initial Measurement Period to a Standard Measurement Period. Variable Part-time Employees that are hired anytime after December 1, 2013 shall have their hours worked measured during the

Initial Measurement Period and the Standard Measurement Period concurrently with the Standard Measurement Period starting with the first December 1st that occurs after the date of hire. All Standard Administrative and Stability Period processes shall apply at that point as well.

- F. Calculating Eligibility of Health Coverage for Part-time Employees on Leave. The determination of eligibility for offering Health Coverage for Part-time Employees on leave shall be calculated as follows:
- (1) Variable Part-time Employees Returning From Paid Leaves of Absence. Paid leaves of absence shall be counted the same as paid hours worked. Thus, hours of paid leave during a Measurement Period shall be counted the same as hours worked during a Measurement Period.
 - (2) Variable Part-time Employees Returning From Unpaid Leaves of Absence. A Variable Part-time Employee returning from unpaid leave, where employee is gone for more than twenty-six (26) consecutive weeks, shall be considered a newly hired employee upon return to work and shall be measured under the Initial Measurement Period Process. Otherwise, the employee shall be considered a current employee upon return and shall be placed back in the Standard Measurement/Stability Period Process.
 - (3) Variable Part-time Employees Returning from Special Unpaid Leave. A Variable Part-time Employee returning from Special Unpaid Leave due to FMLA, Military, or Jury Duty, shall be considered a current employee upon return, regardless of the amount of weeks absent. The Variable Part-time Employee shall be measured under the Standard Measurement Period Process. Work hours accumulated prior to the absence shall be credited and hours during the absence shall also be credited, as if the employee had not been absent, based on average hours actually worked prior to the absence. If a Variable Part-time Employee returns to work during a Standard Stability Period in which the employee was found to be eligible for coverage, the employee shall be eligible for coverage through the end of the associated Standard Stability Period Process.
 - (4) Variable Part-time Employees Returning from Non-Special Unpaid Leave. A Variable Part-time Employee returning from regular unpaid leave, which is considered a current employee, shall be credited for the work hours accumulated prior to the absence. However, no hours shall be credited for the absence period. If an employee returns to work during a Standard Stability Period in which the employee was found to be eligible for coverage, the employee shall be eligible for coverage through the end of the associated Standard Stability Period Process.

9. CITY RECREATION PARTICIPANT FEES. Full-time Employees, lawfully married spouses, and dependent children shall have their participation fees waived for specific programs that are deemed eligible by the Recreation Director.
10. FLORAL REMEMBRANCE. Floral remembrances, generally in the amount not to exceed \$50, may be given by the City, as determined by the Mayor, City Manager, City Treasurer, or City Recorder, which may include, but is not limited to, the following circumstances:
 - A. Floral remembrance may be given to members of the City Council, City employees and volunteers when they are hospitalized.
 - B. Floral remembrance may be given to City Council, City employees and volunteers upon the death of spouse, child, step-child, daughter or son-in-law, parent, step-parent, grandchild, grandparent, brother or sister.
 - C. Floral remembrance may be given to the family of former Mayors, Councilmembers, employees, or volunteers upon their death.

Notes: