

**CITY OF LA CROSSE**  
**EMPLOYEE HANDBOOK**  
**PROCEDURES AND BENEFITS**  
**JANUARY 01, ~~2018~~2019**



Part One

Effective January 1, 2014

Amended 2/19/14; 01/10/15; 01/01/16; 01/01/17; 01/01/~~2018~~; 01/01/2019

## INTRODUCTION:

It is the intent of the Common Council of the City of La Crosse to establish a uniform City of La Crosse Employee Handbook, herein referred to as "Handbook". The Handbook informs employees about what the employer may generally expect from the employees so they may fulfill their responsibilities in serving the public. It is not, nor is it intended to be a contract of employment, a promise of employment, or a guarantee of any rights or benefits, for any or all of City of La Crosse employees.

Individual departments may choose to adopt specific work rules and procedures in addition to the policies and procedures set forth in this Handbook. Employees are expected to follow the policies in the Handbook as well as any Departmental policies. This Handbook will control to the extent the Handbook is in conflict with Departmental policy.

The Handbook summarizes City of La Crosse benefits, procedures, and policies. The Handbook is subject to any controlling ordinance, resolution, State or Federal statute, code or regulation, or any other legally controlling authority. Should any part of the handbook become obsolete or invalid, the balance of the document will remain in effect.

The Handbook applies to all City of La Crosse employees excluding ATU Local #519, LPPNSA, LPPSA, -IAFF Local #127 – Fire Department. In addition, contract employees and temporary / limited term employees are excluded.

The City reserves the right to unilaterally change, supplement or rescind the Handbook, with or without notice, as deemed necessary.

It is your responsibility to read and become familiar with this handbook and to follow the policies and procedures contained within. If you have any questions regarding the contents of the handbook, or on matters not covered, please call Human Resources for guidance.

## **Revisions and Approval Process**

As the needs of the City and its employees change, and to comply with changing laws on the Federal, State and Local level, the City may find it necessary to review and update the Handbook. To provide an efficient, streamlined process for revisions, the Common Council authorizes the Director of Finance, Deputy Director of Human Resources or their designee to modify the Handbook in the best interest of the City, and to comply with legislative mandates. Modifications with a negative financial impact require Common Council approval.

Per Resolution 2011-11-029, Common Council has authorized the Director of Finance, Deputy Director of Human Resources or their designee to formulate or amend existing policies, while ensuring that the policies comply with State and Federal law.

The Director of Finance, Deputy Director of Human Resources or their designee will report to the Finance and Personnel Committee all modifications enacted under his/her authority. In addition, the entire Handbook will be presented to the Finance and Personnel Committee on an annual basis for their review.

Employees that seek changes to the Handbook should contact the Human Resources Department. A draft copy of the proposed or revised section should be provided to Human Resources for review and analysis of the impact to the budget, internal operations/controls, safety and legal issues.

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## **SECTION 1: Introductory Period and Review Period**

### **Non-City Executives:**

1. Newly hired City employees, or those employees who transfer from a collective bargaining agreement to a position covered under the Employee Handbook, are subject to a two (2) year introductory period, consisting of two (2) years of continuous employment with the City, excluding temporary/limited term employment. For elected officials, employees that serve at the pleasure of an elected official, and employees in a federally funded grant position there is no defined introductory period.
2. Employees who transfer through the recruitment process to another City position covered under the Employee Handbook are subject to a six (6) month review period for the new position, independent of the two (2) year introductory period. The transferred employee surrenders their rights regarding their former position.

Employees who fail to successfully complete their introductory period or review period will be dismissed. In lieu of dismissal, the City reserves the right to extend an employee's introductory period or review period. The Department Head and Director of Finance, Deputy Director of Human Resources or their designee shall make this determination.

### **City Executives:**

City Executives are not defined to an introductory period. With the exception of the Fire Chief and Chief of Police, per City ordinance, appointments of City Executives are subject to confirmation by the Common Council and are to hold office for an indeterminate term subject to removal for cause by vote of the Common Council. Fire Chief and Chief of Police are subject to Police and Fire Commission rules and regulations, §62.13.

### **Police and Fire:**

Employees in the Police and Fire Department shall be subject to an introductory period as contained in the rules and regulations of the Police and Fire Commission. They shall serve at the pleasure of the Chief of Police or Fire Chief, as applicable, in accordance with the rules and regulations of the Police and Fire Commission governing promotions and appointments.

## SECTION 2: Types of Employees

### 1. Employment Categories:

- A. At-Will Employees:** The employment relationship of at-will employees may be terminated at any time, for any reason, with or without cause and with or without notice, at the option of the City or the employee, and wages due shall only include time worked up to and including the day and hours of termination. At-will employment is not for any definite period or succession of periods. At-will employees are:
- i.** Employees serving their two (2) year introductory period or extended introductory period.
  - ii.** Employees that serve at the pleasure of an elected official. These positions are Executive Secretary assigned to the Mayor's office, Deputy City Clerk, and Municipal Court employees.
  - iii.** Employees in positions funded by federal grants. These positions are at-will for the purpose of the grant provisions. Therefore the employment of the at-will employee in grant funded positions may be impacted should the grant provisions change affecting the funding or qualifications/compliance required of the grant funded position. Currently, these positions are Planning positions funded by Community Development Block Grant.
- B. Contract Employees:** Employees who are hired on a contract basis. Provisions of the employee handbook do not apply to contract employees.
- C. For Cause Employees:** Those employees who have successfully completed their introductory period and retained on the basis of merit and may not be removed except for cause. "Elected Officials", "At Will Employees" and "Contract Employees" are not "For Cause Employees". In addition, employees in grant funded position are considered "For Cause Employees" (as defined in this paragraph) for performance issues.
- D. Elected Officials:** Those employees elected by the voters and include the Mayor, City Clerk and Municipal Court Judge. Elected Officials shall receive the salary and benefits *per ordinance*.
- E. City Executives:** Those for cause employees in the positions of Director of La Crosse Regional Airport, , City Attorney, City Engineer, Director of Finance, Fire Chief, , Director of Information Technology, Director of La Crosse Center, Director of Parks and Recreation, Director of Planning and Development, Chief of Police, and Transit Manager. City Executives shall receive the salary and benefits described herein.



## **2. Wisconsin Retirement System Classification:**

- A. General Employees** – Employees that the Wisconsin Retirement System classifies as such. This definition excludes any employee that is classified as “protective” by the Wisconsin Retirement System.
- B. Fire Protective Employees** – Employees that perform fire related activities and are classified as protective by the Wisconsin Retirement System. For the purposes of this resolution this includes Fire Chief, Assistant Fire Chief(s), Division Chief of Suppression, and Division Chief of Training.
- C. Police Protective Employees** - Employees that perform police related activities and are classified as protective by the Wisconsin Retirement System. For the purposes of this resolution it includes Chief of Police, Assistant Chief of Police and Police Captains.
- D. Elected Officials** – Employees elected by the voters and include Mayor, City Clerk, and Municipal Court Judge.

## **3. Fair Labor Standards Act (FLSA) Classification**

- A. Exempt:** Salaried positions not eligible for overtime, as defined in the FLSA. Examples include Executive, supervisory and certain professional positions.
- B. Non-Exempt:** Employees eligible for overtime as defined in the FLSA. Employees are paid on an hourly basis.

## **4. Benefit Eligibility:**

- A. Regular Full Time employees:** Employees working full time in positions that are budgeted for 37.5/40 hours per week (defined as full time). Eligible for benefits contained herein.
- B. Regular Part-Time Employees:** Employees working a minimum of 20 hours per week in positions budgeted for less than full time, but a minimum of 20 hours per week are eligible for benefits contained herein. Accrued leave benefits will be pro-rated based on part-time status. For eligibility for Medical Benefit Plan please see Medical Benefit Plan Master Plan Document available from Human Resources.
- C. Part-time employees:** Employees working in positions budgeted for less than 20 hours per week are not eligible for City benefits as listed under Section 6, with the following exceptions: *May* be eligible for WRS, Life, and ICI based on Employee Trust Fund (ETF) eligibility.

## SECTION 3: Time Away From Work

### Blood Drives

Regular full time and regular part-time employees may participate in blood drives conducted at City Hall or at the County Buildings, during working hours, provided that it does not adversely affect departmental operations, result in overtime and/or cause staffing shortages. All requests to participate in a blood drive must be approved by the respective supervisor in advance. Participating employees shall suffer no loss of pay.

### Family and Medical Leave

The City of La Crosse has established a Family and Medical Leave Act policy pursuant to Federal and State Family and Medical Leave Act. See Employee Handbook – Policies.

### Inclement Weather and Other Emergencies

Generally, employees are expected to report to work at their regularly scheduled time regardless of weather conditions. However, out of concern for the safety of our employees, if you believe conditions are such you cannot make it to and from work safely, you will have the option of using available leave (i.e. personal business, vacation, compensatory time or floating holiday). Unpaid leave may not be taken until such time all eligible paid leave banks have been exhausted.

Please contact your supervisor as soon as you can prior to your shift to see what accommodations can be made. Supervisors will be as flexible as possible while keeping the critical functions of the City operational.

To ensure the safety and security of the public and the continued operation of City services, employees required for public safety and other critical services are excluded from this policy.

### Jury Duty and Court Appearances

In the event an employee is selected to serve on a jury during regular work hours, all jury fees received for the jury duty shall be paid back to the City, and the employee shall suffer no loss in wages. The employee shall complete a Leave Request form. All jury fees received for jury duty (excluding mileage reimbursement) during working hours must be submitted to the Human Resources Department (payable to City Treasurer), along with a copy of the receipt. Jurors, when not assigned to cases, must report to their regular work for the remainder of the day. Jury duty shall be noted on the payroll records.

In the event an employee is subpoenaed to testify in court regarding *work-related* incident, provided such subpoena has been authorized by the City Executive and the Director of Finance, Deputy Director of Human Resources or their designee, the subpoenaed employee shall suffer no loss of pay. Any fees received for the court appearance (minus mileage reimbursement) shall be paid to the Human Resources Department (payable to City Treasurer).

Should an employee be subpoenaed to testify in a non-work related case, they will be excused from work however will be required to use accrued unused leave for the lost time.

### Military Leave

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Employees who are duly enrolled members of the National Guard, State Guard or any other organized reserve component of the Armed Forces of the United States, shall be allowed a military leave of absence to attend scheduled military training as has been ordered, not to exceed fifteen (15) days for 37.5/40 hour employees, six (6) shift days for Airport Operations Coordinators, and eight (8) shift days for Fire platoon employees. Such time shall be in the calendar year in which so ordered. A copy of orders requiring attendance at military training sites shall accompany all requests for a military leave of absence. Military leave shall be in addition to any other authorized leaves.

Employees, who are authorized military leave as outlined above, shall suffer no loss of straight time pay for such leave. Upon returning to City duty, the City will provide an offset to the employee taking military leave upon receipt of their military pay stub. The City shall pay the difference between the employee's military base pay, excluding quarters, rations, and travel allowances, and the employee's regular City straight time rate of pay if the military pay is less than City pay. .

To receive the offset, the employee must provide their military pay stub to Human Resources within thirty (30) days from the date in which the employee returns to City employment. The compensation offset is provided for annual military training, *not weekend drills*.

The City will comply with all state and national laws relating to employees in reserve or active military service, including the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

### **Professional Development**

City Executives shall be provided two (2) professional development days to attend training which is beneficial to their professional growth. Areas of professional growth are at the discretion of the City Executive. There shall be no loss of earnings while attending such training, however Mayor approval for attendance is required. The actual cost of the training may be paid by the City, at the discretion of the Mayor. All other costs associated with the professional development training are at the City Executives expense. Attendance at training to maintain a professional license for the City Executives occupation shall not be considered as Professional Development days.

### **Reduction in Workforce**

Reductions in the workforce may occur through layoffs or furloughs, in addition to attrition or position elimination or modification. The City will determine where the reduction in workforce will occur, including Department, number of employees and persons impacted by the reduction in workforce. In the event of a reduction in workforce, affected employees will be laid off or furloughed based on impact on City operations, skills, abilities, qualifications, experience in a particular position, length of service and overall best interest of the City. Length of service shall not be the deciding factor when proceeding with a reduction in workforce, however it will be considered. The City may choose to seek volunteers for the reduction in workforce.

### **Unpaid Leave of Absence**

The supervisor may, only with the approval of the Director of Finance, Deputy Director of Human Resources or their designee, grant an employee a leave of absence without pay for good reason when the

employee's service can be spared without detriment to the best interest of the City. Such unpaid leave shall not exceed thirty (30) calendar days per year, unless unusual circumstances are evident and such additional leave is approved by the City. It is understood that leaves of unpaid absences under this clause will not be granted where employees have existing appropriate paid leave balances. A leave of absence (non-medical) will also not be granted when the employee does not, at the time of the leave request and during the leave, possess all required qualifications, certifications and licensures for the employee's position, or for the request of unpaid leave for the pursuit of education or other employment. Instead, the employee's employment will be terminated, and the employee may seek rehire with the City in a different capacity. The use of unpaid leave in conjunction with leaves of absences for family and medical reasons will be administered in accordance with applicable State and Federal laws. Leave taken without pay may result in a pro-rated vacation accrual for the following year. It is understood that pro-ration shall be based on "total hours" paid in the previous calendar year.

During the 30 day leave of absence employees who are participating in the City's medical benefit plan will receive the same medical benefit plan benefits including contribution rates on the same basis as active employees. If additional unpaid leave is approved which extends beyond the approved initial 30 day calendar leave of absence, employees may lose eligibility for the medical benefit plan as an active employee if they do not meet the qualifications as defined in Section 6, Medical Benefit Plan, paragraph P.

Employees must submit a written request for an unpaid leave of absence as soon as the need for leave is apparent. The employee must provide sufficient information for the supervisor and Director of Finance, Deputy Director of Human Resources or their designee to consider including the anticipated duration of the leave and the reason for the leave.

### **Voting/Election Official Leave Law**

**Voting** Any employee who is entitled to vote at an election is entitled to be absent from work while the polls are open for a period not to exceed 3 successive hours to vote. The employee must provide notice to his/her Department Head before Election Day of the intended absence. Time absent requires use of accrued leave. The Department Head will designate the time of day for the absence.

**Election Official Using Accrued Leave** Employees who are appointed as an election official, under s. 7.30 of the Wisconsin State Statutes, are entitled a leave of absence from work to attend to such duties. An employee who serves as an election official shall provide his or her Department Head with at least 7 days' notice of request for a leave. Time absent requires the use of accrued leave, however shall not result in a loss of fringe benefits.

**Election Official Not Using Accrued Leave** City employees residing in La Crosse County, may submit a written request for a paid leave of absence to serve as an election official under s. 7.30 of the Wisconsin State Statutes. Paid time will include hours worked on Election Day and for any training necessary to perform the duties of an election official. On Election Day, employees will be paid their regular rate of pay for the amount of hours that equals their normal work day (7.5 or 8 hours). Any hours beyond the normal work day hours, and any training hours, will be paid by the City Clerk at the rate of the election official position. Employees must submit a written request for leave using the City of La Crosse Leave Request form, which must be approved by their supervisor, department head and Deputy Director of Human Resources. Approval for this paid time is subject to departmental needs and must not adversely affect department operations.

## **Work Breaks**

Employees working full time may receive two (2) paid breaks, not to exceed 15 minutes each. Work breaks are a privilege not a right. Paid work breaks may be interrupted, cancelled or rescheduled consistent with the needs to accomplish assigned work tasks or staffing needs. In no case shall paid breaks be used to leave work early, report in late or extend unpaid lunch breaks, or for personal gain such as appointments, travel, errands, etc.

When taking a paid break employees' are to remain on City premises however an exception for this applies to field employees.

## **Workers Compensation**

Worker's Compensation benefits for on the job injuries shall be paid in accordance with the provisions of Wisconsin Statutes. It is agreed that all statutory provisions in connection with the Worker's Compensation Law shall be incorporated herein as though fully set forth herein.

Airport Operations Coordinators: Workers compensation benefits shall be paid in accordance with the provisions of Wisconsin Statutes, however injuries/illnesses resulting from active Aircraft Fire Suppression duties, Aircraft Fire Suppression training activities, and emergency medical response provided in the scope of their employment may receive supplemental salary as outlined below for Protective employees. To receive the supplemental pay all injuries must be reported immediately/next business day following the date of injury.

Protective employees: It is expected that members of the Police and Fire Department shall exercise sound safety practices in the performance of their duties. Members of the Police or Fire Department who contract a disease or are injured in the performance of their duties while protecting the interests of the general public, may receive supplemental salary as outlined below.

A determination shall be made as to whether or not such injury and/or illness is within the scope of the preceding paragraph and thus entitle the employee to full salary and shall so state on the report covered in procedure in case of injury on the job. Any determination which would result in full pay by virtue of this provision because of illness or injury, shall be subject to the approval of the Director of Finance, Deputy Director of Human Resources or their designee. In any event, no benefits shall be paid until the City's workers compensation claims administrator determines liability and commences workers compensation payment.

Such payments shall be made only for so long as the claims administrator shall make workers compensation payments. In any event, such full salary pay shall only cover the healing period of temporary total disability and the contribution of the City of La Crosse to such full salary pay shall be the difference between the amount paid by the workers compensation claims administrator and the employee's regular salary at the time of the injury or illness.

In cases involving third party liability, Section 102.29 of the Wisconsin Statutes shall apply.

For workers compensation medical appointments please refer to the Workers Compensation – Appointment Reimbursement policy.



## **SECTION 4: Work Week / Pay Week**

### **Work Week**

The work week for regular full time employees is generally established as forty (40) hours per week, except for non-exempt positions at City Hall, which are generally thirty-seven and one-half (37 ½) hours per week. The work week is established by the Common Council, and may be modified from time to time. For payroll purposes the work week is established as Friday through the following Thursday.

For Fire platoon employees, the work week shall be 216 hours in 27 days:

1. One 24 hour duty period
2. One 24 hour rest period, for three consecutive duty/rest periods
3. Three 24 hour rest periods completing the cycle.

For Airport Operations Coordinators, the work week shall consist of 24.5 hour days, on a rotational basis of 2 – 3 days per week.

Non-exempt employees must not report in more than seven (7) minutes before the start of their shift or stay more than seven (7) minutes at the end of their shift, unless such time has been previously authorized by a supervisor.

### **Payroll and Pay Periods**

Employees shall be paid on a bi-weekly basis. Payment for hours worked shall be received the week following completion of the two week work pay period. Direct deposit of paychecks is a mandatory condition of employment. Errors found in an employee's paycheck are to be brought to the attention of the Human Resources Department as soon as possible.

Each employee is required to document working hours via the timekeeping system for their department. Non-exempt employees are to report accurately the actual hours worked for each day. Each employee will be held accountable for failing to accurately record work time. The employee shall record his/her time only.

## **SECTION 5: Pay and Compensation**

### **Automotive Mechanic/Heavy Equipment Mechanic ASE Certification Premium**

Effective February 1, 2017: Automotive Mechanics and Heavy Equipment Mechanics have the option to obtain ASE certifications, on a voluntary basis. The City would pay for the initial registration fee limited to two (2) registrations per year per employee. Successive attempts to pass an ASE certification will be at the employee's cost for registration.

Upon successful receipt of an ASE certification the mechanic is to provide proof to management, The premium pay of ten cents (\$.10) per hour will be effective the next payperiod following receipt. Premiums are limited to a maximum of eight (8) ASE certifications per employee. Once obtained the recertification fee would be paid by the City. All other provisions would be the responsibility of the employee (time off, travel, exam fee, etc.).

The premium is applicable to all hours paid, including holidays, vacation, sick leave, etc.

Loss of certification or failure to recertify shall result in the removal of the premium as applicable per certification.

### **Clothing Allowance – Personal Items**

- A. A uniform allowance is provided for limited positions. In each case, fifty percent (50%) of such allowance is payable on the first payday in February of each year, and the second such installment shall be paid on the first payday in August of each year. The employee must be in active status at the time of the installments.

Civilian Service Employees shall receive three hundred fifty dollars (\$350) per year for pre-approved uniforms.

Police Department: Police Captains, Assistant Chief of Police and Chief of Police shall receive five hundred seventy five dollars (\$575.00) per year.

Fire Department: Fire Chief, Assistant Fire Chief and Division Chiefs shall receive four hundred twenty-five dollars (\$425.00) per year.

- B. **Damage to Eyeglasses and Personal Items – Police Protective**

Eyeglasses, damaged or lost, involving a job related incident, shall be repaired or replaced by the City for an amount not to exceed two hundred fifty dollars (\$250.00). Appropriate personal items damaged or lost, involving a job related incident, maybe repaired or replaced by the City for an amount not to exceed one hundred dollars (\$100.00) prorated, provided proof of loss is furnished, and there is a police report substantiating the incident. If at any time the city receives restitution through the courts or other sources which exceeds the above stated amounts, the officer shall additionally receive the difference between the applicable above stated amount and the amount actually received by the City.

All requests for reimbursement under this section, including purchase of new equipment and damage to eyeglasses or personal property, shall be submitted for approval to the Director of Finance, Deputy Director of Human Resources or their designee, and such approval shall not be unreasonably denied.



## **Commercial Driver's License (CDL) Trainer**

Should the City determine a need to train employees for a CDL, the City may assign an employee to provide CDL training to employees for the purpose of obtaining a CDL. An assigned non-exempt employee shall receive \$2.50 per hour above his/her regular wage for all hours assigned as CDL Trainer. Employee assigned as CDL Trainer must hold a valid CDL license, including applicable endorsements. Training will generally occur during the work day, therefore only employees working a day shift are eligible for consideration.

## **Classification and Compensation Guidelines**

The City has a defined Classification and Compensation Plan approved by Common Council which provides guidelines for the classification and compensation of regular full time and regular part-time employees covered in the Employee Handbook.

## **Compensatory Time:**

Compensatory time is available to non-exempt employees (excluding Airport Operations Coordinators). Employees who work over 40 hours in a workweek may be eligible for compensatory time or overtime, computed at time and one-half their normal rate of pay. For employees on a 37 ½ hour work week or less, time worked over their normal schedule (up to 40 hours worked in the work week), will be paid as straight pay. Compensatory time is not available for any hours worked less than 40 hours in the workweek. Generally, employees will have the option of choosing either compensatory time or overtime for hours worked over 40 in a work week, unless specifically deemed otherwise, in advance, by the Department supervisor.

Compensatory time taken while working an out-of-class assignment shall be paid at the employee's regular classification rate. Compensatory time off must be requested in advance to the respective supervisor.

Compensatory time balance may not exceed 40 hours per year. Any accumulated compensatory time over 24 hours will be paid out in the last full pay period in December. At year end, the first 24 hours of accumulated compensatory time will be carried over into the next calendar year.

## **Evidence Room:**

Civilian Service Employee(s) assigned to work in the Police Evidence room shall receive \$2.00 per hour premium pay for all hours actually worked in the assignment. Such assignment is at the sole discretion of Police management.

## **Oktoberfest Premium – Civilian Service Employee (CSE)**

Civilian Service Employees shall receive \$5.00 per hour premium pay for any straight time hours worked for the Torchlight Parade, Maple Leaf Parade and any hours worked between 7:00 pm and 3:00 am the Friday and Saturday of Oktoberfest.

## **On-Call/Pager Pay**

Non-exempt employees who are scheduled by the City to be on call must remain available for duty during non-scheduled working hours. The scheduled employee shall be paid an additional sixty dollars (\$60.00) for each week of scheduled on-call duty. This is limited to one employee per week in Water Department,

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Parking Utility (CSE - Parking Utility, Parking Utility Maintenance Person, Janitor – Parking Utility), Computer Specialist and Airport Maintenance; and two (2) employees within Sanitary Sewer Utility.

### **Out-of-Class Assignments**

Management shall determine the direction of the work force. Out-of-class assignment shall be based on skill set, availability and staffing. Should a non-exempt employee be assigned by management to perform the essential functions of a non-exempt position in a higher grade, the employee may be eligible for out-of-class pay. Out-of-class pay will only be applicable for actual hours worked, paid in fifteen minute increments.

Non-exempt employees assigned to work in a non-exempt position of a higher grade classification shall receive an hourly premium of fifty cents (\$.50) per grade difference. (e.g. Non-exempt employee in pay grade 3 is assigned by management to work in a position classified as pay grade 6. Employee would receive an hourly premium of \$1.50, representing a 3 grade difference, for all hours actually worked in the out-of-class assignment.)

One dollar (\$1.00) per hour premium shall also be provided when a non-exempt employee is assigned by management to perform limited supervisory duties on a temporary basis due to the absence of the exempt supervisory personnel. The premium would be for actual hours worked in the temporary assignment. In general this will occur in very limited circumstances.

### **Police Command Staff Officer Involved Shooting (OIS) Investigative Representation**

In the event a member of the command staff (i.e. Chief of Police, Assistant Chief of Police, and/or Police Captain) is involved in a shooting or use of force incident where they are required to provide responses in an investigation into the incident that was a result of their direct or indirect actions, the member of the command staff may bring legal representation of their own selection to the incident investigation pursuant to Wisconsin Statute Section 164.02. The City will provide funds to cover out of pocket costs for this type of legal representation.

### **Overtime**

The Fair Labor Standards Act (FLSA) is recognized as a guide in determining payment of overtime. Therefore, executive, administrative, supervisory and professional employees as designated in the FLSA shall be exempt from payment of overtime. All other employees who do not qualify for the above exemption (non-exempt) shall be compensated at the rate of one and one-half times their regular rate of pay for services rendered and hours *actually worked* over 40 hours per week. For purposes of this paragraph, vacation and holidays shall count as hours worked. All other forms of leave are not considered hours worked for overtime purposes.

Hours worked for calculating overtime for Airport Operations Coordinators shall include all of the following: vacation, sick leave, personal business days, family care days and bereavement. However, holidays paid (not worked) do not count as hours worked for Airport Operations Coordinators.

Departments will establish an overtime procedure which best meets the needs of the department. Consideration may include skill set required, availability, staffing, response time for emergency call-outs, etc. Management has the sole discretion in the assignment of overtime.

The City has the right to require overtime work as necessary to meet operational needs.

### **Premium Pay Hours**

Non-exempt employees shall receive premium pay for all hours *actually worked* which occur on/after 6:30 p.m. and prior to 5:59 a.m. Premium pay shall be thirty-five cents (\$.35) per hour, in addition to their regular hourly rate. An assignment which is for less than a full day (i.e. less than 7.5 hours/8 hours) is not eligible for premium pay. This provision does not apply to Airport Operations Coordinators.

### **Property Appraiser Trainee**

Candidates hired as Property Appraiser, who have not yet obtained the required state certifications, shall be hired as Property Appraiser Trainee, with a starting wage of five percent less than step one (1) of the established pay grade for Property Appraiser. Such certifications must be obtained within six months of hire as a condition of employment. Upon attainment of the State of Wisconsin Property Appraiser certification and the Assessor I Certification the Trainee shall be moved to step one (1) of the established pay grade for Property Appraiser.

### **Recalls/Shift Abutment/Work Continuation**

Employees recalled to work (non-scheduled) shall be entitled to a minimum of two (2) hours pay at time and one-half to be taken as overtime or compensatory time. Assignment of recalls will be based on the same principle as the assignment for overtime.

Shift abutments occur when an employee is called in to work within two (2) hours preceding the start of their shift, and is continuous. Work continuation occurs when the employee continues work at the end of their shift. In both instances time is paid at straight pay, however it may result in overtime if actual hours worked exceed 40 hours per week.

### **Tar Crew Pay**

Non-exempt employees assigned by management to work on the tar crew shall receive premium pay of \$.75 per hour for the full day. Assignment to the tar crew shall be made by management.

### **Translation Duties:**

Non-exempt employees performing translation duties shall receive premium pay of \$.50/hour for all hours actually worked in the assignment. Assignment would be made by management, however it is understood that such assignment is voluntary.

## SECTION 6: Benefits

### Bereavement Leave:

In the event of a death in the employee's "priority family", "immediate family" or "other relations", the employee will be allowed time off without loss of pay or sick leave credits. No funeral leave will be allowed if the employee is on vacation, sick leave for illness or injury, lay-off, or any other paid or unpaid leave of absence. To receive bereavement leave the employee must submit a Request for Leave form, and subsequently provide verification of the date of death, date of funeral, and the relationship of the deceased (i.e. obituary, funeral pamphlet).

#### Priority Family

Priority family shall be defined as the employee's parent, legal spouse, or child (biological, adopted, foster or step-child). Parents in the preceding sentence shall be interpreted as parents/step-parents of the employee and/or their legal spouse. Bereavement leave for a priority family member shall be up to six (6) days and shall be used from the date of death through two (2) weeks from the date of death. An exception to the 2 week timeframe may be made through the Department Head and the Director of Finance, Deputy Director of Human Resources or their designee.

Airport Operations Coordinators and Division Chief Fire – Suppression shall be allowed up to four (4) shift work days off without loss of pay or sick leave credits for priority family.

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#### Immediate Family

Immediate family shall be defined as the employee's, or the employee's legal spouse's grandparent, grandchild, brother, step-brother, sister, step-sister, son-in-law, or daughter-in-law. Bereavement leave for immediate family shall be used from the day of death up to and including the day after the funeral.

General (excluding Airport Operations Coordinators), Fire Protective- Day-Shift, and Police Protective employees shall be allowed up to three (3) days' time off without loss of pay or sick leave credits in the event of a death in the immediate family. (a day shall mean 7.5 hour/8 hours; or pro-rated for regular part-time employees).

Airport Operations Coordinators and Division Chief Fire – Suppression shall be allowed up to two (2) shift work days off without loss of pay or sick leave credits for immediate family.

#### Other Relations

Other relations shall be defined as the employee's niece, nephew, brother-in-law, or sister-in-law; and aunt or uncle of the employee. General (excluding Airport Operations Coordinators), Fire Protective-Day Shift and Police Protective employees shall be allowed one (1) day off without loss of pay or sick leave credits (a day shall mean 7.5 hour/8 hours; or pro-rated for regular part-time employees).

Airport Operations Coordinators and Division Chief Fire – Suppression shall be allowed up to one (1) shift work day off without loss of pay or sick leave credits.

#### Death of a City Employee or Retiree.

Up to two (2) full time employees may take up to four (4) hours (each), without loss of pay from regular work hours, when serving as a pallbearer for the funeral of an active City employee or retiree. Pallbearer leave is applicable to normal scheduled hours only, and may not result in overtime for non-exempt employees. Requests for pallbearer leave must be approved by the respective City Executive and Director of Finance, Deputy Director of Human Resources or their designee.

In the unfortunate loss of a current or retired City employee the City will make every effort to allow time off to those employees requesting time off to attend to the employee/retiree's visitation or funeral. Unless the deceased is a family member (see definition of immediate family or other relations above) such time off shall be taken as follows:

- Leave time would be deducted from the employee's applicable accrued leave banks (i.e. vacation, or personal business day).
- Exempt employees may request to flex their time, subject to the Flex Time Policy.
- In some cases, non-exempt employees may request to flex their time and make up the unpaid time by working earlier or later than their scheduled shift, in the same amount of time as that which was taken unpaid. The flex hours worked must be within the same workweek and within the Department's normal operating hours. Flexing hours cannot result in overtime for the employee or the department.
- Granting time off to attend the funeral of an active or retired City employee would be subject to approval by the respective department head in accordance with the above limitations.
- The City's ability to provide an appropriate level of service must be considered in approving all leave requests.

#### **Bus Passes**

The City agrees to provide monthly MTU bus passes to covered employees free of charge. It is understood that employees electing this benefit must comply with all applicable administrative rules as modified from time to time.

#### **Deferred Compensation Plan**

A voluntary I.R.S. Section 457 deferred compensation plan is available for all regular full time and regular part-time employees. The maximum annual deferral limit is established by the I.R.S. and may be modified from time to time. The City reserves the right to select the carrier for the deferred compensation plan and change carriers from time to time.

#### **Employee Assistance Program**

Employee Assistance Program (EAP) is available for employees and their legal spouse/ dependents through Gundersen Health Systems. This benefit is independent of the Medical Benefit Plan.

#### **Flexible Spending Account (I.R.S. Section 125)**

Eligible employees may participate in an Internal Revenue Service Section #125 salary reduction reimbursement plan in order to pay for medical deductibles, medical co-pays, co-insurance and prescription drug co-pays with pre-tax dollars. In addition to medical expenses, the plan may be used for vision, dental, and dependent care expenses. The City agrees to credit and pay for the pension costs on the salary which is put into the Section #125 Plan. This payment does not include any F.I.C.A. payments to Social Security. All employee medical benefit plan payments due the plan will be taken as a pre-tax deduction from employee's paychecks through the IRS Section #125 Plan, unless an employee chooses to waive participation by completing the application form requesting such. Administration of this shall be consistent with I.R.S. regulations as modified from time to time. Please see Summary Plan Description for complete plan options, eligibility and rules.

## **Holidays**

**Regular full time and regular part-time employees:** Employees will normally be granted holidays off with pay (a day shall mean 7.5 hour/8 hours; or pro-rated for regular part-time employees) for the designated holidays listed below under "Eligibility".

**Airport Operations Coordinators:** Employees will receive 10.1 hours of holiday pay on the celebrated holiday. Holiday pay does not count as actual hours worked for overtime purposes. If the employee is required to work on the celebrated holiday, or gets called in to work on the celebrated holiday, they shall receive time and one-half for hours worked on the actual holiday, plus 10.1 hours of straight pay for the holiday.

**Eligibility:** To be eligible for holiday pay, including "Floating Holiday", qualified employees must work the full regularly scheduled work day prior to the designated holiday, and work the full regularly scheduled work day after the designated holiday. Use of accrued unused paid leave shall qualify as hours worked for purposes of holiday eligibility. Holidays which fall within a scheduled vacation shall not be construed as vacation.

New Year's Eve Day	Martin Luther King Day	Memorial Day
Independence Day	Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve	Christmas Day
New Year's Day		

**Floating Holiday:** In addition to the above holidays, regular full time and regular part-time employees shall be granted one (1) day floating holiday per calendar year. This floating holiday may be taken at any time during the calendar year, subject to advance approval by the employee's supervisor, and **must be taken in full day increment** – 7.5 hours / 8 hours (or pro-rated for regular part-time). Floating holiday is a use it or lose it provision, and may not be carried over or paid out.

Division Chief of Fire – Suppression: One day shall be defined as 12 hours of floating holiday to be taken as flex time, at the employee's discretion and as approved by the Fire Chief.

Airport Operations Coordinators: One day shall be defined as 10.1 hours, and may only be taken as straight pay. Employee has the discretion as to when to elect the floating holiday "pay", however it must be paid in full 10.1 hour increment.

**Celebrated Holidays:** If the designated holiday falls on a Saturday, it shall be celebrated on the preceding workday (Friday). If both Friday and Saturday are holidays, they shall be celebrated on Friday and

Monday. If the holiday falls on Sunday, it shall be celebrated on the succeeding Monday. If both Sunday and Monday are holidays, they shall be celebrated on Friday and Monday.

Employees who are exempt from overtime under the Fair Labor Standards Act, as amended from time to time, who are required to work on the holiday, shall receive additional time off with pay in accordance with the City's Flex Time Policy.

If a non-exempt employee is required to work on the holiday, or gets called in to work on the celebrated holiday, they shall receive time and one-half for hours worked, plus straight pay for the holiday. If a celebrated holiday falls on an employee's off day, the employee shall receive an additional day off at straight pay, to be taken within thirty (30) days of the holiday.

In this case, due to department staffing should they be precluded from taking the additional day off (for Christmas Eve, Christmas Day and New Year's Day only) within the calendar year they would be able to carryover said holiday to be used by March 31<sup>st</sup> of the succeeding calendar year.

### **Income Continuation Insurance**

Employees may participate in a voluntary income continuation insurance program as provided by the State of Wisconsin, Employee Trust Fund. The City's premium contribution shall be limited to the employer's share of the cost as authorized by Wisconsin State Statute # 40.61 and 40.62. The City reserves the right to self-insure and/or select the carrier for the present level of benefits.

Employees electing to use Income Continuation Insurance benefits must do so in compliance with the City's leave of absence policy, which is consistent with both the State and Federal Family Medical Leave Act.

The benefits described above shall be administered in accordance with applicable State of Wisconsin, Employee Trust Fund rules and regulations. The State of Wisconsin - Employee Trust Fund (ETF) may at any time change the eligibility criteria, benefit levels, and the cost of such insurance.

### **Life Insurance**

Employees become eligible for life insurance on the first day of the month following six (6) complete calendar months of employment in the Wisconsin Retirement System (WRS).

Employees may apply for insurance for themselves and their spouse and dependents. "Spouse" for purposes of Life Insurance, shall also include "domestic partner." A domestic partner is a person who meets the definition of domestic partner in Wis. Stats. 40.02 (21d) with an employee insured under this life insurance program and for who the employee has submitted an *Affidavit for Domestic Partnership* form (ET-2371) with the Department of Employee Trust Funds.

- A. **Basic:** This plan provides term insurance to each eligible Wisconsin Retirement System participant. The amount of insurance in force for the employee is equal to the amount of earnings reported to the WRS in the previous calendar year rounded up to the next higher thousand.
- B. **Additional - Units I, II, III:** This plan is available to individuals covered by the Basic Plan. The amount of each Unit of Additional Life Insurance is available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Additional coverage for retired employees ceases at age 65. For working

employees, Additional Plan coverage continues past age 65, until retirement or age 70, whichever comes first.

- C. **Spouse and Dependent:** This plan, available to individuals covered by the Basic Plan, provides term insurance for an employee's lawful spouse and/or dependents.
1. Schedule I: The spouse is insured for \$10,000; dependents are insured for \$5,000 each.
  2. Schedule II: This allows the employee to increase coverage for his/her spouse to \$20,000 and \$10,000 for each dependent. In the event of the spouses/dependent's death, the employee is the beneficiary. Where both parents have coverage on a dependent, a death benefit will be paid for each coverage.
- D. **Supplemental:** Supplemental life insurance is available to individuals covered by the Basic Plan. The amount of supplemental insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Supplemental coverage for retired employees ceases at age 65. For working employees, Supplemental coverage continues past 65, until retirement or age 70, whichever comes first.
- E. **Cost of Insurance:** All employees who are eligible and elect to participate in the Basic group life insurance program shall pay one (1) cent per thousand per months for each thousand dollars worth of coverage for which they are eligible by reason of eligible earnings. The City shall contribute the balance.
- F. **Life Insurance Coverage for Eligible Retirees at Age 66:** Basic life insurance coverage for eligible employees who retire after the effective date (established in accordance with State Statute #40.03(6)(b) and applicable State of Wisconsin Employee Trust Fund rules and regulations) shall remain at fifty-percent (50%) at age 66.
- G. **Administration:** The life insurance benefits described above shall be administered in accordance with State Statute # 40.03 (6)(b) and applicable State of Wisconsin, Employee Trust Fund rules and regulations. The State of Wisconsin Employee Trust Fund (ETF) may at any time change the eligibility criteria, levels of coverage available, and the cost of such insurance. Any increase and/or decrease in the cost of Additional, Supplemental and Spouse & Dependent insurance will be at the expense of the employee.

## **Medical Benefit Plan**

Full-time employees (as defined in Section 2 and as amended by the Affordable Care Act) are eligible to participate in the City's Medical Benefit Plan and receive the level of benefits as described in the Schedule of Benefits contained in the Medical Benefit Plan Master Plan Document/Summary Plan Description.

- A. **Employees classified as Protective under the Wisconsin Retirement System**
1. **Employees Hired prior to July 1, 2011:**



All provisions contained in Medical Benefit Plan shall apply to Fire protective employees with the exception of monthly rate contributions, deductibles and co-insurance. For purposes of this Section protective employees includes Fire Chief, Assistant Fire Chief, and Division Chief of Fire.

Employees who are classified by the Wisconsin Retirement System as protective without Social Security shall pay the same monthly rate contributions as are in effect for active represented protective employees, respective to their department, as modified from time to time.

In addition, Fire protective employees shall be subject to the same deductibles and co-insurance provisions applicable to active represented protective employees within their respective department, as modified from time to time.

Voluntary Waiver: Upon ratification and approval of the 2012-2014 collective bargaining agreement for IAFF Local #127 (Fire) incumbent Fire protective employees had the opportunity to waive their participation in the represented protective employees medical benefit plan design for monthly rate contribution, deductibles and coinsurance. If waived the employee had the medical benefit plan design of non-represented employees as described herein, and is also subject to the employee pension contribution levels of non-represented employees: contributing one-half of the total actuarially required contribution for General municipal employees to the Wisconsin Retirement System.

Employees *promoted* into the protective position (Fire) covered under the Employee Handbook (on or after January 1, 2014) shall be offered the voluntary waiver upon the date of promotion. No further opportunity for waiver will be provided.

2. Employees Hired On or After July 1, 2011: \_\_\_\_\_

All provisions contained in Medical Benefit Plan shall apply to Police protective employees and Fire protective employee hired on or after July 1, 2011. For purposes of this Section protective employees includes Fire Chief, Assistant Fire Chief, Division Chief of Fire, Chief of Police, Assistant Chief of Police, and Police Captains. Hired for purposes of this Section shall mean the employees employment hire date with the City - not promotion of incumbent protective employees.

**B. Employee's Medical Benefit Plan Payments**

Active employee's monthly contributions shall be through payroll deductions. Employee contributions will be deducted from the first two (2) paychecks of the month for the current month's coverage. Employees are automatically enrolled in the Insurance Premium Account of the Section 125 Plan in which their monthly contributions are deducted pre-tax. If an employee would elect to terminate coverage during the plan year without a qualifying change in status (in accordance with IRS regulations), the employee would be required to continue to pay their pre-tax contributions until the end of the plan year. Employees who wish to have their contributions paid with after tax dollars must complete a waiver requesting such.

For 2018 coverage, the employee's monthly contribution shall be 16% of the 2018 monthly premium equivalent rate. Employees who participate in the previous year's Health Risk Assessment (as described below), shall have a contribution rate of 12.6% of the 2018 monthly premium equivalent rate.

Regular part-time employees who qualify for the Medical Benefit Plan, per IRS definition of full time, shall receive a pro-rated employer contribution to the monthly premium equivalent. The employee's monthly premium shall be the same as regular full time employees (i.e. 16% or 12.6%), plus an additional 25% of the monthly premium equivalent rate.

**C. Coverage for New Employees**

Newly hired full time employees shall be eligible to participate in the City's medical benefit plan referred to herein after two (2) full months following the month in which they begin employment. New employees will have the opportunity to select a Network for themselves and their covered dependents up to 31 days following their eligibility date for the medical benefit plan

**D. Health Risk Assessment (HRA)**

The City shall offer an annual health risk appraisal on a voluntary basis for active and retired employees and spouses enrolled in the City Medical Benefit Plan. Such program shall be conducted by a third-party vendor who agrees to comply with applicable privacy laws to maintain the confidentiality of information collected and not release personalized findings, other than the names of participants, to the City.

Full time active employees not enrolled in the City's medical benefit plan will also be eligible to participate in the health risk assessment. Eligibility for the monthly contribution incentives will only be available to employees who participated in the previous year's health risk assessment, regardless if the employee was enrolled in the Medical Benefit Plan when the HRA was conducted.

Active and retired employees may participate (by completing a short questionnaire, biometric testing with fasting, a personal counseling session with personalized report of findings and by providing healthcare practitioner contact information to the HRA vendor for mailing the HRA results). This process is to take place in a secured environment (behind closed doors) on City premises at various times intended to maximize participation, on duty time as possible without adverse impact on City operations, and any duty conflict shall be rescheduled for such employees on duty. A participation incentive for active and retired employees shall be a lowered monthly contribution amount while covered under the City Medical Benefit Plan.

New employees who are hired after the regular program testing has been completed shall be granted the related participation incentive prospectively until a subsequent testing is offered by the City provided that such covered employees then complete the participation requirements above. Failure to complete the HRA will result in adjustments to the employees monthly contribution amount, retroactive to the month coverage began.

Identification of participants on such questionnaires shall be a number other than the participant's full social security number. It is further agreed that biometric testing for men over age 50 shall include PSA testing. Men age 40 to age 50 with a family history of prostate disease may voluntarily elect to be tested. Retirees with permanent residences out of the local network service area shall be provided access to a site for biometric testing in their local area. Such retiree must complete all steps to be eligible for participation incentive. If the City changes vendors in the future and such local access is not available, such retirees shall be considered as a participant in the program.

It is understood by the parties that any future incentive is subject to Common Council approval, and may be modified from time to time.

**E. Dependent Coverage**

Eligible dependents shall be covered subject to eligibility and enrollment timeframes as defined by the Medical Benefit Plan Master Plan Document. Dependent eligibility shall be consistent with applicable State or Federal law.

**F. One Plan for Married Employees**

Married employees that both work for the City shall be limited to one (1) medical benefit plan. The employee with the most seniority shall be the subscriber. Married employees that both work for the City would be allowed to switch “subscribers” on an annual basis if allowed to do so by State and Federal law. In the event that the subscriber’s health insurance is terminated, the

remaining employee shall become the subscriber and the former subscriber shall become the dependent without any waiting periods or limitations for pre-existing conditions. (The purpose of this clause is merely to avoid the duplication of administrative and stop loss insurance premium charges. It is not intended to reduce any employee’s eligibility or benefits.) This is not intended to enhance the level of benefits or expand the network selection procedures as provided in paragraph G below.

**G. Networks With 100% Coverage**

The City shall offer City employee’s a choice of medical Networks serving the local labor market to provide covered medical services for eligible City employees. The City retains the right to select the Networks. Employees may select a Network for themselves and their covered dependents during dual choice selection period which occurs each Fall with an effective date of change to be the following January 1<sup>st</sup>. Employees will be required to remain in their selected Network through December 31<sup>st</sup> of each respective year.

**H. Monthly Rate Payments for Retirees or Surviving Spouse & Dependents**

Monthly contributions are required to be received by the City in advance of coverage becoming and/or remaining in effect. Such contributions are due by the tenth (10<sup>th</sup>) of the preceding month for the next month’s coverage.

**I. Medicare Carve-Out –For Disability, Effective January 1, 2008**

1. All Current Employees Any employee that retires in the future due to disability and meets the eligibility requirements to maintain City medical benefit plan coverage and who is eligible for Medicare due to their disability is required to apply for Parts A (Hospital) and B (Medical) of Medicare coverage. If the employee/retiree fails to apply for such coverage within 31 days of meeting the Federal eligibility requirements, then benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare.
2. All Retirees and Spouses: Any retiree, spouse of a retiree or surviving spouse (as of 1/1/08) that meets the eligibility requirements to maintain City medical benefit plan coverage and who are eligible for Medicare Parts A and B due to a disability is required to apply for Parts A and B of Medicare Coverage at their first enrollment opportunity. If the retiree, younger spouse of a retiree or surviving spouse fails to apply for Medicare Parts A and B at their first enrollment opportunity, the benefits under the City plan will

be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare as described in this paragraph. (Note that this provision does not apply to younger spouses that elect continued coverage following the retired person's age off the City plan.)

3. Make Whole:

A. Employees who retired on or before 12/31/2014, and who were participating in Medicare Part B as of 12/31/2014: It is understood that the City shall make whole any retiree, spouse of current retiree, or surviving spouse for his/her Medicare Part B premium payments and waive the monthly retiree or surviving spouse benefit plan contribution. It is further understood that if a spouse of a current retiree meets this provision, the retiree's monthly benefit plan contribution will be waived.

B. Employees who retire after 12/31/2014: It is understood that the retiree's monthly out of pocket premium costs for the combined costs of Medicare Part B and City's retiree health plan shall not exceed the cost of the City's monthly retiree or surviving spouse monthly benefit plan contribution. If the cost of Medicare Part B is **less** than the cost of the City's monthly retiree or surviving spouse benefit plan contribution, the retiree or surviving spouse shall only pay to the City the difference (e.g.: If Medicare Part B monthly premium is \$105 and City monthly Retiree /surviving spouse benefit plan premium is \$202, the retiree/surviving spouse would be required to pay \$97 towards the City monthly benefit plan premium.) If the cost of Medicare Part B is **more** than the cost of the City's monthly retiree or surviving spouse benefit plan contribution, the City would provide the retiree/surviving spouse with an offset equal to the difference (e.g. If Medicare Part B monthly premium is \$105 and the City monthly retiree /surviving spouse benefit plan premium is \$97, then the City would provide a monthly offset to the employee of \$8.00).

**J. Retiree Medical Benefit Plan Coverage - Normal Service (For Employee's Hired as Regular Full Time Prior to January 1, 2014)** *(Note: "Hire date" for part-time employees who became full time after January 1, 2014, is the date in which they were transferred or promoted to the full time position. "Hire date" for part-time employees who became full time on or before December 31, 2013 is based on their adjusted hire date.)*

1. City Executives : City Executives, as defined in Section 2, who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare. Additionally, the employee must have ten (10) years of continuous employment with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences.

Covered retirees shall pay the same monthly rate payments as are in effect for active employees as modified from time to time. The term "retirement" shall mean that the employee is eligible for and is actually receiving a retirement annuity.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the

City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time.

Retirees, spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in Network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants

2. Non-City Executives – Hired Prior to January 1, 2002:

General Employees: Employees employed as of December 31<sup>st</sup>, 2001, who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until

they become eligible for Medicare. Additionally, the employee must have ten (10) years of continuous employment with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-off if recalled within thirty-six (36) months.

Covered retirees shall pay the same monthly rate payments as are in effect for active employees as modified from time to time. The term "retirement" shall mean that the employee is eligible for and is actually receiving a retirement annuity.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time.

Retirees, spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in Network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

Protective Employees: Employees employed as of December 31<sup>st</sup>, 2001, who are participating in the City's medical benefit plan and retire at any time after age fifty-three (53) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare or reach age sixty-five (65), whichever occurs last. Additionally, the employee must have fifteen (15) years of continuous employment with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-off if recalled within thirty-six (36) months.

Covered retirees shall pay the same monthly rate payments as are in effect for active employees as modified from time to time. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time.

Retirees, spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in Network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

3. Non-City Executives – Hired between January 1, 2002 and December 31, 2006

- a. General Employees: Employees employed between January 1, 2002 and December 31, 2006, who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time. The term "retirement" shall mean that the employee is eligible for and is actually receiving a retirement annuity. Additionally, the employee must have fifteen (15) years of regular full time continuous service with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-off if recalled within twenty-four (24) months.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time.

Retirees, spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in Network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

- b. Protective employees: All new employees, hired between January 1, 2002 and December 31, 2006, subject to this agreement who are participating in the City's medical benefit plan and who retire at any time after age fifty-three (53) may continue their medical benefit plan coverage at group rates until they become

eligible for Medicare. Additionally, the employee must have eighteen (18) years of continuous service with the City to be eligible for this benefit.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity. Employment for purposes of this paragraph shall include approved leaves of absences and lay-off if recalled within twenty-four (24) months.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time.

Retirees, spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in Network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

4. Non-City Executives – Hired January 1, 2007 through December 31, 2013:

Employees employed between January 1, 2007 and December 31, 2013 who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity. Additionally, the employee must have twenty (20) years of regular full time continuous service with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-off if recalled within twelve (12) months.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time. Retirees, spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in Network participants, however subject to Usual,

Customary and Reasonable (UCR) fee limits. Retirees, spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

Protective employees: Employees, hired between January 1, 2007 through December 31, 2013, subject to this agreement who are participating in the City's medical benefit plan and who retire at any time after age fifty-three (53) may continue their medical benefit plan coverage at group rates until they become eligible for Medicare. Additionally, the employee must have twenty (20) years of continuous service with the City to be eligible for this benefit.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity. Employment for purposes of this paragraph shall include approved leaves of absences and lay-off if recalled within twenty-four (24) months.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time.

Retirees, spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in Network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

5. All Employees, Including City Executives, Hired as a Regular Full Time Employee After January 1, 2014: Only COBRA provisions apply if covered under the medical benefit plan at time of retirement.

**K. Retiree Medical Benefit Plan -Disability Pension (Workers Compensation) For Employees hired as Regular Full time prior to January 1, 2014)**

Without regard to paragraph J and N, full-time employees who receive a disability pension (as a result of an approved worker's compensation injury) shall receive the same benefits including contributions on the same basis as in effect for active employees. This benefit ends when the retiree becomes eligible for Medicare.

Covered retirees shall pay the same monthly rate contributions as is in effect for active employees as modified from time to time.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time.

Retirees, spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in Network participants, however subject to Usual, Customary and



Reasonable (UCR) fee limits. Retirees, spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

**L. Retiree Medical Benefit Plan - Disability Pension (For employees hired as Regular Full Time prior to January 1, 2014)** *(Note: "Hire date" for part-time employees who became full time after January 1, 2014, is the date in which they were transferred or promoted to the full time position. "Hire date" for part-time employees who became full time on or before December 31, 2013 is based on their adjusted hire date.)*

Full time eligible employees who are participants in the City's Medical Benefit Plan who retire and receive a non-duty disability pension (applies to employees who began WRS covered employment prior to October 16, 1992), shall receive the same benefits including contributions on the same basis as in effect for active employees as described in paragraph J above provided that they have a minimum of ten (10) years of continuous service as a regular full time employee of the City of La Crosse. This benefit ends when the retiree becomes eligible for Medicare.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time.

Retirees, spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in Network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

**M. Retiree Medical Benefit Plan - Long Term Disability Insurance (LTDI) (For Employees hired as Regular Full time prior to January 1, 2014)** *(Note: "Hire date" for part-time employees who became full time after January 1, 2014, is the date in which they were transferred or promoted to the full time position. "Hire date" for part-time employees who became full time on or before December 31, 2013 is based on their adjusted hire date.)*

Effective January 1, 2006, full time eligible employees who are participants in the City's medical benefit plan and who qualify and receive Wisconsin Retirement System (WRS) Long Term Disability Insurance shall receive the same benefits including contribution rates on the same basis as is in effect for active employees as described in paragraph F above provided they have a minimum of ten (10) years of service as a regular full time employee for the City of La Crosse. This benefit ends when the WRS terminates the employees LTDI benefit or the employee reaches age 65, whichever occurs first.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time.

Retirees, spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in Network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

**N. Retiree Medical Benefit Plan - Younger Spouse (For employees hired as Regular Full Time prior to January 1, 2014)**

When a retiree reaches Medicare age, and his/her spouse is younger, the spouse may elect to continue his/her coverage in the City's medical benefit plan until the spouse reaches Medicare age, provided that the spouse pays the total monthly pseudo premium rate.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time.

The younger spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in Network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. The younger spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

**O. Coverage for Spouse & Dependents of Eligible Employees/Retirees that Die**

1. For employees hired prior to January 1, 2012:

The spouse and/or eligible dependents of an insured employee/retiree who dies before the employee/retiree becomes eligible for Medicare, shall be eligible to continue to participate in the City's medical benefit plan if the deceased employee had met their years of service requirement for retiree medical benefit plan coverage (paragraph J).

Such coverage is to be the same as applicable to active employees as modified from time to time. The spouse and/or eligible dependents of such employee/retiree shall pay the same monthly contributions as are in effect for active employees as modified from time to time until the spouse becomes eligible for Medicare or remarries.

If the years of service requirement for retiree medical benefit plan coverage (paragraph J) had not been met by the deceased employee, the spouse and/or eligible dependents of the insured employee who dies would be eligible to continue to participate in the City's medical benefit plan for six (6) months. Such coverage is to be the same as applicable to active employee as modified from time to time. The spouse and/or eligible dependents of such employee shall pay the same monthly contributions as are in effect for active employees as modified from time to time, until six months have expired, or the spouse becomes eligible for Medicare or remarries, whichever occurs first.

Surviving spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in Network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Surviving spouse and dependents of

retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

2. Employees hired after January 1, 2012: The spouse and/or eligible dependents of an insured employee/retiree who dies before the employee/retiree becomes eligible for Medicare, shall be eligible to continue to participate in the City's medical benefit plan for six (6) full months following employee's date of death. Such coverage is to be the same as applicable to active employees as modified from time to time. The spouse and/or eligible dependents of such employee shall pay the same monthly contributions as are in effect for active employees as modified from time to time, until the six (6) months have expired, spouse becomes eligible for Medicare or remarries, whichever occurs first.

Surviving spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in Network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

**P. Medical Benefit Plan Coverage While on Income Continuation Insurance**

Full time employees who are participants in the City's medical benefit plan and are receiving the Income Continuation Insurance (ICI) benefit shall receive the same medical benefit plan benefits including contribution rates on the same basis as in effect for active employees provided that they have a minimum of ten (10) years of continuous service as a regular full time employee for the City of La Crosse. This benefit ends when the employee becomes eligible for a Wisconsin Retirement System benefit of any kind (i.e. Normal Retirement pension, Disability Retirement (worker's compensation), Disability Retirement, or Long Term Disability Insurance) or Medicare or Medicaid or for a period of one (1) year while on ICI whichever occurs first.

Covered employees shall pay the same monthly contribution rates as are in effect for active employees as modified from time to time.

**Q. Health ~~Care Cost Containment Committee and Wellness Funds~~**

~~The parties agree to establish a joint labor/management committee on health care cost containment. The committee will be made up of two employees covered under the Handbook members and two members from the City. The committee shall meet to study and explore methods to make recommendations for health care cost containment. Committee expenses up to \$1,000 per year may be authorized by the Director of Finance, Deputy Director of Human Resources or their designee. The City agrees to provide an additional a sum of money for health care cost containment and wellness initiatives for employees covered under the Handbook. The sum of money provided for these initiatives shall be based upon the number of regular full time employees covered under the Handbook, and employed as of January 1<sup>st</sup> of each respective year, at a rate of \$50 per employee. Fund expenses shall be managed by the Employee Wellness Coordinator to fund health and wellness initiatives. Health and wellness initiatives will be determined by gathering employee input including, but not limited to, meetings, interest and culture surveys and soliciting other employee suggestions.~~

## **Pension**

General employees and Elected Officials shall contribute one-half of the total actuarially required contributions for their respective category to the Wisconsin Retirement System (WRS). The City will pay the remainder of the contribution required by the WRS.

Protective Employees (Police and Fire) hired after July 1, 2011 shall contribute one-half of the total actuarially required contributions for General employees to the WRS. The City will pay the remainder of the contribution required by the WRS.

Protective Employees – Police: Employee shall contribute one-half of the total actuarially required contribution for general municipal employees to the WRS. The City will pay the remainder of the contribution required by the WRS.

Protective Employees – Fire: Unless voluntarily waived, protective employees (hired prior to July 1, 2011) including Fire Chief, Assistant Fire Chief and Division Chiefs shall be aligned to the WRS employee contribution level paid by represented Fire employees covered under Fire, Local #127 collective bargaining agreement. The City will pay the remainder of the contribution required by the WRS.

## **Sick Leave**

### **A. Sick Leave Accumulation**

General (excluding Airport Operations Coordinators), Police Protective and Protective Department Heads (Fire Chief and Chief of Police): Employees shall accumulate sick leave at a rate of one (1) day per month for each month of employment commencing with the first month of employment. One day means 7.5 hours/8 hours; or pro-rated for regular part-time employees. A month of employment shall mean a month in which the employee receives pay from the City within a minimum of a twenty (20) consecutive calendar day period. The sick leave credits shall be allowed to accumulate to a maximum of one hundred twenty (120) days.

Fire Division Chiefs and Assistant Fire Chief: Day shift employees shall accumulate sick leave at a rate of 12.86 hours per month for each month of employment commencing with the first month of employment, to a maximum accumulation of 1371.43 hours (171.42 days). Division Chief of Fire – Suppression employees shall accumulate at a rate of .75 shift days for each month of employment to a maximum accumulation of 1920 hours (80 shift days). A month of employment shall mean a month in which the employee actually receives pay from the City within a minimum of a twenty (20) consecutive calendar day period.

Airport Operations Coordinators shall accumulate sick leave at a rate of 10.1 hours per month for each month of employment commencing with the first month of employment, to a maximum of 48 shift days (1176 hours). A month of employment shall mean a month in which the employee actually receives pay from the City within a minimum of a twenty (20) consecutive calendar day period.

For New Hires: Newly hired employees must have worked prior to the 15<sup>th</sup> of their first month of hire to accrue the initial day of sick leave.

At retirement or termination the employee will accrue a day of sick leave for their last month only if the last day worked is the 20<sup>th</sup> of the month or later.

**B. Sick Leave Usage**

Accumulated sick leave may be used for any bonafide illness, injury, or medical/dental appointments of the employee except when sickness or injury is work connected and deemed to be within the meaning of the Wisconsin Worker's Compensation Act. Injuries or illnesses incurred by employees engaged in any outside employment or business are not compensable under sick leave provisions.

All sicknesses or injuries of more than three (3) days duration (or 2 shift days for Airport Operations Coordinators or Division Chief of Fire – Suppression) must be verified with acceptable medical substantiation by a physician. Such medical substantiation must state the kind or nature of the illness or injury and indicate that the employee has been incapacitated for work for said period of absence.

When sick leave abuse is suspected the City reserves the right to require acceptable medical substantiation, including a general diagnosis, for any and all absences including those of two (2) or less workdays. The City reserves the right of reasonable independent medical examination at the employer's expense. Such medical examination shall be at the request of the department head, the governing board or appointing authority.

Sick leave shall be based on the rate of employee's regular classification.

Any and all medical substantiation, including physician certificate, required under this Article may bypass the employee's immediate supervisor and be directed to the City's Human Resources Department, if the employee so desires.

An employee severing his/her employment with the City may not use accumulated sick leave to extend his/her separation date beyond the last day worked. The ban on the use of accumulated sick leave prior to separation does not apply when the employee has provided medical substantiation of the employee's inability to work.

**C. Personal Business Days**

Employees may request to use up to four (4) days (30/32 hours or pro-rated for regular part-time employees) of accumulated sick leave credits for personal business subject to approval of their supervisor, however employees shall request same of their supervisor at least twenty-four (24) hours prior to the time off requested. Exceptions to the hours are:

Division Chief of Fire – Suppression may use up to 32 hours of accumulated sick leave credits for personal business, subject to approval of their supervisor, and requested at least twenty-four (24) hours prior to time off requested.

Airport Operations Coordinators may use up to 24.5 hours of accumulated sick leave credits for personal business, subject to approval of their supervisor, and requested at least twenty-four (24) hours prior to time off requested. An additional 8 hours of accumulated sick leave may be requested when coverage is available by the Airport Operations Maintenance Supervisor, whereas no overtime occurs. Such request /coverage for the additional eight (8) hours would be limited to weekday hours occurring between 8:00 a.m. – 5:00 p.m..

Use of sick leave for personal business shall be deducted from sick leave accumulation. Employees who have not accumulated sick leave shall not be entitled to such time off. Requests for personal business are subject to management approval, based on the needs of the department. Personal

business days shall be based on the rate of employee's regular classification. *Personal business is not available during the employee's initial six (6) months of employment.*

**D. Family Care Days**

Employee's working day shifts may use up to three (3) days (22.5/24 hours or pro-rated for regular part-time employees) of accumulated sick leave credits to care for their minor dependents due to minor illness, injury or medical/dental appointments.

Division Chief of Fire- Suppression employees and Airport Operations Coordinators may use accumulated sick leave credits (up to 24 hours for Division Chief of Fire-Suppression, and 24.5 hours for Airport Operations Coordinator) to care for their minor dependents due to minor illness or injury.

Use of sick leave for family care days shall be deducted from sick leave accumulation. Employees who have not accumulated sick leave will not be entitled to such time off.

**E. Catastrophic Leave**

Upon accruing the maximum sick leave accrual, an employee shall continue to accrue sick leave for a "catastrophic leave bank" to be used for the FMLA qualifying serious health condition of the employee, employee's spouse or dependent for which a physician has certified that the duration of the medical condition is expected to be more than 30 continuous calendar days. Catastrophic leave is

only available after all accrued sick leave and vacation days have been exhausted, and employee must have met the "adequate" attendance standards in the previous 12 months. A request for use of catastrophic leave must be approved by the Director of Finance, Deputy Director of Human Resources or their designee.

Sick leave for the employee's catastrophic leave bank shall be accrued at the same rate as defined above, and shall only accrue when the employee's sick leave accrual is at maximum accrual. The catastrophic leave bank will be capped at 60 days for day shift employees, 24 days for Airport Operations Coordinators and 30 days for Division Chief of Fire – Suppression. Catastrophic leave is not eligible for payout at retirement.

Airport Operations Coordinators (hired prior to January 1, 2014): Incumbent employees whose sick leave accruals, as of March 1, 2014, exceed the sick leave cap of 48 shift days shall have all excess sick leave hours deposited into the catastrophic leave bank. No further accrual of catastrophic leave shall occur until the balance is at or below 24 days.

**Sick Leave Pay-Off at Retirement or Death**

For purposes of this section, "retirement" shall mean that either 1) the employee applies for an immediate Wisconsin Retirement System (WRS) benefit at any time after age 55 (general WRS employees) /50\* (WRS protective) or takes an early WRS retirement in conjunction with a special early retirement program; or 2) the employee is at least the minimum age for which he/she would be eligible for Social Security (non-disability) benefits, however, the employee would not be required to apply for such benefits.. (Note: \*Retiring prior to age 53 disqualifies the employee for retiree Medical Benefit Plan. Refer to Section on Medical Benefit Plan)

1. For employees hired as Regular Full Time prior to January 1, 2014: (Note: "Hire date" for part-time employees who became full time on or before December 31, 2013 is based on their adjusted hire date.)

Upon retirement or death, the City will make a lump sum payment to the retiree for the amount of accrued, unused sick leave on record at the time of retirement or death. Such payment shall be according to Wisconsin Statutes Section 40.02 (22)(b)(6) concerning single cash sum payments.

General employees	45%
Fire Chief/Chief of Police	45%
Assistant Chief of Police/Police Captain	54%
Assistant Fire Chief / Fire Division Chief	37.5%

2. Employees hired as Regular Full Time after January 1, 2014: (Note: "Hire date" for part-time employees who became full time after January 1, 2014, is the date in which they were transferred or promoted to the full time position.)

Upon retirement or death, the City will make a lump sum payment to the retiree equal to one hundred percent (100%) of the amount of accrued, but unused sick leave earned at the time of retirement or death. Eligibility for 100% sick leave payout requires 20 years of full time continuous service with the City **and** meets the definition of "retirement" defined above.

An employee who retires (retirement as defined above) prior to meeting the 20 years of regular full time continuous service with the City would receive a lump sum payment equivalent to that stated for incumbents in paragraph F-1.

## **Tuition Reimbursement**

Employees shall be eligible for tuition reimbursement for college level courses related to their occupation as approved by their Department Head and the Director of Finance, Deputy Director of Human Resources or their designee. The maximum citywide pool of money for this purpose is \$15,000 each year, with an individual maximum in accordance with the Tuition Reimbursement Policy. See Employee Handbook - Policies.

## **Vacation**

Employees shall accumulate vacation on the basis of full months of continuous service as a regular part-time or regular full time employee. When an employee qualifies for an additional vacation period within the calendar year, the vacation may be taken within the calendar year. However, if the employee terminates their employment prior to reaching their anniversary date, the unearned portion will be deducted from their final pay. Vacation shall be paid at the employee's regular classification rate. *All employees are responsible to use their accrued vacation in the year in which it is earned.*

When an employee terminates employment with the City, such employee will receive a lump sum payment for unused, earned vacation, and prorated vacation on the basis of the employee's earned vacation for each month of employment, calculated from the anniversary date to termination date. Termination for vacation purposes includes all forms of employment separation from the City.

Vacation requests must be pre-approved by management.

### **A. Vacation Accrual:**

1. Initial calendar year of regular full time or regular part-time employment: An employee will be credited with vacation on the first full payperiod following their date of hire. The vacation of 1 week for non-exempt and 2 weeks for exempt is pro-rated by the number of

remaining full payperiods in the initial calendar year (from first full payperiod through the last full payperiod). (Note: The vacation is pro-rated for regular part-time employees based on the regular part-time hours for which the employee was hired.) The crediting of vacation is determinant upon the employee being employed through December 31 of their initial calendar year, as a regular full time or regular part-time employee. Should an employee leave employment, or change status wherein they are no longer a regular full time or regular part-time employee, prior to December 31, all credited vacation taken will be deducted from their last paycheck as it had not yet been earned.

a. Non-Exempt Initial Year of Vacation

FT Employee (1.0 FTE)

40 hours/week employee      Earns 1.538 hours per payperiod  
 37.5 hours/week employee      Earns 1.44 hours per payperiod

Payperiods      Vacation Credited (40 hours ee/37.5 hour ee)

	<ul style="list-style-type: none"> <li>• Rounded to the tenth</li> <li>• Must be employed through December 31</li> </ul>
26 full payperiods	40 hours/37.5 hours
25 full payperiods	38.5 hours/36 hours
24 full payperiods	36.9 hours/34.6 hours
23 full payperiods	35.4 hours/33.1 hours
22 full payperiods	33.8 hours/31.7 hours
21 full payperiods	32.3 hours/30.2 hours
20 full payperiods	30.8 hours/28.8 hours
19 full payperiods	29.2 hours/27.4 hours
18 full payperiods	27.7 hours/25.9 hours
17 full payperiods	26.1 hours/24.5 hours
16 full payperiods	24.6 hours/23 hours
15 full payperiods	23.1 hours/21.6 hours
14 full payperiods	21.5 hours/20.2 hours
13 full payperiods	20 hours/18.7 hours
12 full payperiods	18.5 hours/17.3 hours
11 full payperiods	16.9 hours/15.8 hours
10 full payperiods	15.4 hours/14.4 hours
9 full payperiods	13.8 hours/13 hours
8 full payperiods	12.30 hours/11.5 hours
7 full payperiods	10.8 hours/10.1 hours
6 full payperiods	9.2 hours/8.6 hours
5 full payperiods	7.7 hours/7.2 hours
4 full payperiods	6.2 hours/5.8 hours
3 full payperiods	4.6 hours/4.3 hours
2 full payperiods	3.1 hours/2.9 hours
1 full payperiod	1.5 hours/1.4 hours

Part-time employee would be pro-rated based on FTE status. If a regular part-time employee is hired for 29 hours per week, for a position which would normally be 37.5 hours, the FTE status for pro-rata vacation is .77 FTE.



If regular part-time employee is hired for 23 hours per week for position which would normally be 37.5 hour, the FTE status for pro-rata vacation is .61 FTE.

b. Exempt Initial Year of Vacation

FT Employee (1.0 FTE)

40 hours/week employee

Earns 3.076 hours per payperiod

Regular part-time employee would be pro-rated

Payperiods

Vacation Credited (40 hours ee)

- Rounded to the tenth
- Must be employed through December 31

26 full payperiods	80 hours
25 full payperiods	76.9 hours
24 full payperiods	73.8 hours
23 full payperiods	70.7 hours
22 full payperiods	67.7 hours
21 full payperiods	64.6 hours
20 full payperiods	61.5 hours
19 full payperiods	58.4 hours
18 full payperiods	55.4 hours
17 full payperiods	52.3 hours
16 full payperiods	49.2 hours
15 full payperiods	46.1 hours
14 full payperiods	43.1 hours
13 full payperiods	40 hours
12 full payperiods	36.9 hours
11 full payperiods	33.8 hours
10 full payperiods	30.8 hours
9 full payperiods	27.7 hours
8 full payperiods	24.6 hours
7 full payperiods	21.5 hours
6 full payperiods	18.5 hours
5 full payperiods	15.4 hours
4 full payperiods	12.3 hours
3 full payperiods	9.2 hours
2 full payperiods	6.2 hours
1 full payperiod	3.1 hours

2. Subsequent calendar years: Vacation is always credited to employees in the payperiod which includes January 1 of each calendar year and the amount provided is based on the length of employment the employee will attain during that calendar year. Vacation is earned based on anniversary date. In order to earn all of the vacation credited to them for the current year an employee must work up to his/her anniversary date.

If an employee were to leave employment prior to their anniversary date, and had used more vacation than what was earned as of their last day of employment, they would owe

the City for the time used they had not yet earned. If the employee would leave employment after their anniversary date they are entitled to receive all of their vacation entitlement, PLUS additional prorated vacation calculated from employment anniversary date as a regular full time or regular part-time employee to termination date.

a. Non-Exempt Employees:

One (1) week after one year of continuous service  
Two (2) weeks after 2 years of continuous service  
Three (3) weeks after 6 years of continuous service  
Eighteen (18) days after 10 years of continuous service  
Four (4) weeks after 13 years of continuous service  
Twenty-two (22) days after 16 years of continuous service  
Five (5) weeks after 20 years of continuous service  
Twenty-six (26) days after 26 years of continuous service  
Twenty-seven (27) days after 27 years of continuous service  
Twenty-eight (28) days after 28 years of continuous service  
Twenty-nine (29) days after 29 years of continuous service  
Six (6) weeks after 30 years of continuous service

b. Exempt (Non-City Executive) Employees

Two (2) weeks after one (1) year of continuous service  
Three (3) weeks after five (5) years of continuous service  
Eighteen (18) days after 10 years of continuous service

Four (4) weeks after 13 years of continuous service.  
Twenty-two (22) days after 16 years of continuous service.  
Five (5) weeks after 20 years of continuous service  
Twenty-six (26) days after 26 years of continuous service  
Twenty-seven (27) days after 27 years of continuous service  
Twenty-eight (28) days after 28 years of continuous service  
Twenty-nine (29) days after 29 years of continuous service  
Six (6) weeks after 30 years of continuous service

c. City Executives – as defined under Types of Employees

Three (3) weeks after six (6) months of continuous service  
Four (4) weeks after two (2) years of continuous service  
Five (5) weeks after eight (8) years of continuous service  
Twenty-seven (27) days after 15 years of continuous service  
Six (6) weeks after 20 years of continuous service

d. Division Chief of Fire – Suppression

Three (3) shift days after one (1) year of continuous service  
Six (6) shift days after three (3) years of continuous service  
Nine (9) shift days after seven (7) years of continuous service  
Twelve (12) shift days after 14 years of continuous service  
Fifteen (15) shift days after 20 years of continuous service  
Sixteen (16) shift days after 26 years of continuous service  
Seventeen (17) shift days after 27 years of continuous service

Eighteen (18) shift days after 30 years of continuous service

e. Airport Operations Coordinator Hired Prior to January 1, 2014

Two (2) shift days after one (1) year of continuous service  
Five (5) shift days after three (3) years of continuous service  
Seven (7) shift days after seven (7) years of continuous service  
Ten (10) shift days after 14 years of continuous service  
Twelve (12) shift days after 20 years of continuous service  
12.88 shift days (315.6 hours) after 28 years of continuous service  
13.34 shift days (326.8 hours) after 29 years of continuous service  
13.8 shift days (338.1 hours) after 30 years of continuous service

f. Airport Operations Coordinator-Hired After January 1, 2014

2.3 shift days (56.4 hours) after one (1) year of continuous service  
4.6 shift days (112.7 hours) after two (2) years of continuous service  
6.9 shift days (169 hours) after six (6) years of continuous service  
8.2 shift days (200.9 hours) after ten (10) years of continuous service  
9.2 shift days (225.4 hours) after thirteen (13) years of continuous service  
10.18 shift days (249.4 hours) after sixteen (16) years of continuous service  
11.5 shift days (281.8 hours) after 20 years of continuous service  
11.96 shift days (293 hours) after 26 years of continuous service  
12.42 shift days (304.3 hours) after 27 years of continuous service  
12.88 shift days (315.6 hours) after 28 years of continuous service  
13.34 shift days (326.8 hours) after 29 years of continuous service  
13.8 shift days (338.1 hours) after 30 years of continuous service

**A. Vacation Carryover**

All employees are responsible to use their accrued vacation. An employee may carryover accrued, unused vacation, not to exceed two (2) weeks (75/80 hours, pro-rated for regular part-time employees; 4.6 shift days for Airport Operations Coordinators and 4 shift days for Division Chief of Fire- Suppression) into the subsequent calendar year. The carryover will occur automatically after the last payperiod of the year. Any vacation carried over into the subsequent year **must** be used by the last full payperiod of that year, or it shall be forfeited.

In addition, any vacation remaining at year end which exceeds two (2) weeks (or as defined above) shall result in vacation forfeiture.

**B. Change in Status: Part-time to Full Time**

Employees hired as regular part-time, who have a change in employment status to regular full time, shall have their vacation adjusted for the initial year (only) of accrual due to status change.

Vacation Adjustment:

Employees who change employment status (PT to FT) shall have their vacation adjusted during the initial year for which the vacation is being earned. A status change which occurs *prior* to an employee meeting their "anniversary hire date" shall have their vacation pro-rated that year. Employees who change employment status (PT to FT) *after* meeting their "anniversary hire date"

shall have their vacation pro-rated for the following years accrual. "Anniversary hire date" is defined as the continuous date of employment as a regular full time/regular part-time employee

with the City. Thereafter, vacation accrual shall be based on the employee's "anniversary hire date".

Beginning January 1, 2017, current full time employees who had changed from regular part-time to regular full time status prior to 2016 shall receive vacation accruals for 2017 and forward based on their "anniversary hire date".

### **Voluntary Dental Plan**

Employees are eligible to participate in a voluntary fully insured dental plan. All costs are the employee's expense. Total monthly premiums are deducted from the second paycheck of the month and represent the following months coverage. The City provides administrative services only Employees are automatically enrolled in the Insurance Premium Account of the Section 125 Plan in which their monthly contributions are deducted pre-tax. Employees who wish to have their contributions paid with after tax dollars must complete a waiver requesting such.

## **SECTION 7: Employment Recruitment and Separation**

### **Background and Reference Checks**

To ensure that individuals who join the city of La Crosse are well qualified and to ensure that the City maintains a safe and productive work environment, it is our policy to conduct background checks and reference checks on candidates who are offered employment. Background and reference checks may include verification of any information on the applicant's resume or application form.

The City also reserves the right to conduct a background check for current employees to determine eligibility for promotion or transfer within the City.

Prior to employment additional checks may be required, such as pre-employment drug testing, driving records, DOT Release of Information – 49 CFR Part 40, etc.

### **Exit Interviews**

An exit interview will be conducted through the Human Resources Department for all voluntary resignations of employment for regular full time and regular part-time employees. The interview is intended to be beneficial for both the City and the departing employee. Employees will have the opportunity to discuss their employment experience. Additionally, it is the intention of the City to obtain information that will help in our recruitment and retention efforts.

### **Job Vacancies - Recruitment**

The City seeks to hire the best qualified candidate regarding employment and equal opportunity. Approved vacancies for non-exempt regular full time positions shall be posted in Human Resources and the field departments (Water, WWTP, La Crosse Center and Streets/Parks), on the City's intranet (for employment opportunities exclusive to employees covered under the Employee Handbook), and on the City's webpage (for all employment opportunities available to both the general public and internal employees). Employees may apply via the application process. All applicants must apply within the stated deadlines and are subject to job qualifications as defined in the job description. For positions requiring a Commercial Driver's License (CDL) preference will be given to applicants who possess a minimum of a Class B CDL. Additionally, consideration for hire will include ability to perform the work, relative skills and abilities, proven performance, disciplinary record, and experience. Qualified applicants who apply within the defined application deadline may be eligible to participate in an interview process coordinated through Human Resources. Interviews which occur during an employee's off-duty hours will not be considered paid time. In some cases, as determined by Human Resources, the City may conduct an internal recruitment only.

Human Resources reserves the right to waive the recruitment process when placing qualified regular full time and regular part-time employees in vacant positions due to extenuating circumstances. (ADA, Workers Compensation, etc.)

Testing requirements may apply to certain positions. Depending on the position, testing may include, but is not limited to, computer skills test, typing accuracy/speed test, written exam, ten key test, physical capacity exam, DOT drug test, etc.

## **Nepotism – Recruitment**

The Common Council adopted resolution #2003-07-041 regarding City's hiring practices for City employment including anti-nepotism. The recruitment and selection of applicants for regular full time City employment will be led by the Human Resources Department in a manner to ensure open competition, provide equal opportunity and prohibit discrimination. This is subject to Wis. Stat. §62.13 and §43.58(4).

The resolution may be modified from time to time through Common Council approval.

Mayor and Common Council members are prohibited from applying for City employment while holding elected office and must resign their elected position before being eligible to apply for employment with the City.

## **Residency Requirements**

The City of La Crosse follows State law regarding residency requirements, WI Act 20, Section 1270, 66.0502(4)(b) states "a local governmental unit may impose a residency requirement on law enforcement, fire, or emergency personnel that requires such personnel to reside within 15 miles of the jurisdictional boundaries of the city, village or town to which the personnel are assigned."

## **Separation of Employment**

Employees are requested to provide adequate advance notice of their intent to separate employment with the City. Non-exempt employees are requested to provide a two (2) week notice, exempt employees are requested to provide a four (4) week notice, and Department Heads are required to provide advance notice of retirement as per resolution. All property of the City, including the identification badge, must be returned to the City in appropriate condition prior to the employee's last day of work.

Any forced separation of an at-will employee requires review and approval by Human Resources.

## **SECTION 8: Employee Conduct**

### **Attendance and Punctuality**

Punctual and regular attendance is an essential responsibility of each employee. Employees are expected to report to work as scheduled, on time and prepared to start work. Absenteeism can cause scheduling problems for the department and can adversely affect our ability to serve the public. Attendance and punctuality is considered during the performance evaluation process.

Exempt employees are responsible for accomplishing the duties assigned to them and may be required to attend regular and special meetings and events outside their normal work hours. Exempt employees are eligible for the Flex Time policy. See Employee Handbook - Policies.

### **City Vehicles**

Employees may be granted approval by their Department Head to take home City vehicles. Approved use includes official city business or if serving in an official “on-call” status to respond to emergencies on a rotating or consistent basis. Any employee who uses a City vehicle must comply with IRS regulations and reporting requirements for personal mileage. Department heads will be held responsible for their employees. Per Wisconsin law, smoking in public vehicles is prohibited.

### **Confidentiality**

Due to an employee’s responsibilities within the City, an employee may have access to confidential, personnel or other sensitive information. This confidential information cannot be disclosed to any City personnel who do not have a legitimate business need to know such information or to persons outside of the City without the express authorization of the Department Head who is the Custodian of the Records.

### **Grievance Procedure**

The City has a Grievance Procedure approved by Common Council. The Grievance Procedure is established for the employee to use for matters concerning discipline, termination, or workplace safety, as defined by the Grievance Procedure. Discipline specifically includes an employment action that results in disciplinary suspension, with or without pay, disciplinary termination or disciplinary demotion. It does not include counseling, oral reprimands/warnings, written reprimands/warnings, performance improvement plans, performance evaluations or reviews, documentation of employee acts or omissions, administrative leave, non-disciplinary wage, benefit or salary adjustments, changes in assignment, action taken pursuant to an ordinance created under s. 19.59 (1m), or other non-material employment actions. See Employee Handbook - Policies.

### **Identification Badges**

An identification badge program exists to provide enhanced security and to aid in the public’s recognition of those employees that serve the public in various functions. All management and office personnel, as well as employees that conduct City business on outside private property are required to wear their ID badges during the work day. Outside labor positions are required to have the ID cards on their person during the work day. See Employee Handbook - Policies.

## **Performance Evaluations**

The purpose of performance evaluations is to provide employees with feedback regarding their performance, to assist supervisory personnel in apprising employees of their progress and/or areas that need to be improved, and to set goals. In addition, performance evaluations are used to determine eligibility for possible step increase, subject to funding in the budget process. Performance evaluations reflect the employee's performance in the preceding 12 months. Performance evaluations shall be conducted mid-year, on an annual basis. Performance factors include employee's attendance (per Attendance policy) and punctuality, communication/customer service skills, productivity, initiative and leadership, work attitude and public image, judgment and decision making. In addition, exempt supervisors are evaluated on supervisory skills. Performance factors for Department Heads are set by Executive Committee.

## **Random Drug and Alcohol Testing (Non-DOT) – Airport and Police Department**

Sworn Police Management shall be subject to random drug and alcohol testing, as part of the Department testing of sworn officers. Testing shall be limited to one (1) sworn officer per month, and shall be conducted by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. Selection for the random draw will be made by the laboratory. See Police Department General Orders.

Civilian Service Employees assigned to work in the Police Evidence room and La Crosse Airport maintenance and operations staff are subject to random drug and alcohol testing at any time. Selection for the random draw will be made by Human Resources. Due to the integrity of the position in the Police Evidence Room and the significant public safety concern for Airport staff, a positive drug or alcohol test will result in immediate termination.

The laboratory shall test for the substances and within the current limits for the initial and confirmation test as provided within the NADA standards, which may change from time to time. Alcohol testing shall be conducted by the laboratory using a breathalyzer or similar test equipment.

The employer shall be responsible for costs involved for random drug and alcohol testing. The employer shall select the laboratory for the random drug and alcohol testing provisions.

## **Remedial Action and Discipline:**

Employees who have unsatisfactory work performance or who violate City rules, regulations, policies and procedures, including, without limitation, those listed in this Handbook, are subject to remedial action or discipline. Remedial action includes supervisory counseling, evaluative notice and oral or written reprimands. Remedial action and administrative leave are not considered as discipline.

Discipline is disciplinary action and only includes the following actions: suspension without pay, disciplinary demotion, or disciplinary discharge. At the sole discretion of the City, various types of employee remedial action and discipline may be imposed. No specific remedial action or discipline is required to be used before discharge from employment occurs, nor are the listed actions required to be used in any specific or progressive order. All documented remedial action and discipline will be placed in the employee's personnel file. Placement on administrative leave pending discipline or remedial action requires involvement of Human Resources. Discipline must be approved by the Director of Finance, Deputy Director of Human Resources or their designee. Discipline is subject to the City's grievance procedure. Remedial action and administrative leave are not subject to the grievance procedure.



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