

**CITY OF LA CROSSE**  
**EMPLOYEE HANDBOOK**  
**PROCEDURES AND BENEFITS**  
**JANUARY 1, 2014**



Part One

## 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 Human Resources 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 Human Resources to formulate or amend existing policies, while ensuring that the policies comply with State and Federal law.

The Director of Human Resources 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 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 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 Human Resources 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 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, and any position funded by federal grants. At-will employment is not for any definite period or succession of periods. Currently, these positions are Executive Secretary assigned to the Mayor's office, Deputy City Clerk, Municipal Court employees, Administrative Services Specialist – Police, GREAT Regional Administrator/Programmer, Planning positions funded by Community Development Block Grant (Community Development Administrator, Housing Rehabilitation Specialist, Assistant Housing Rehabilitation Specialist, Federal Programs Assistant or Federal funded clerical positions).
- 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".
- 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 Airport Manager, City Assessor, City Attorney, City Engineer, Director of Finance, Fire Chief, Director of Human Resources, Director of Information Services and Technology, Director of La Crosse Center, Director of Parks and Recreation, Director of Planning and Development, Chief of Police, Director of Public Works 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, Division Chief of Suppression, Division Chief of Inspection 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 in positions that are budgeted for 37.5 or greater hours per week. Eligible for benefits contained herein.

**B. Regular Part-Time Employees:** Employees working 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 Section 6.

**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.

# **TIME AWAY FROM WORK**

## **Blood Drives**

Regular full 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.

## **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 Human Resources, 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 leave for the lost time.

## **Military Leave**

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, and eight (8) shift days for 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 during such leave. Therefore, 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. Upon returning to duty, such employee shall submit an official statement of base pay earnings for the period of attendance. Such documentation should be submitted to Human Resources. 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, with the approval of the Director of Human Resources, grant an employee a leave of absence without pay for good reason when the employee's service can be spared without detriment to the interest of the City. It is understood that leaves of unpaid absences under this clause will not be granted where employees have existing appropriate leave balances. Such leave shall not exceed thirty (30) calendar days per year, unless unusual circumstances are evident. A leave of absence will not be granted for the pursuit of education or other employment. The use of applicable 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.

### **Voter Leave Law**

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 2 successive hours to vote. The employee must provide seven (7) days

advance 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.

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. Time absent requires the use of accrued leave, however shall not result in a loss of fringe benefits.

## **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.

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 Human Resources. 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 City Hall, which is 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.

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**

### **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 Human Resources, 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.

### **Compensation Guidelines**

The consultant conducting the current Pay and Class Study is to provide a proposal to Common Council for “compensation guidelines”. Upon confirmation of an approved “compensation guidelines” the employees will be notified.

## **Compensatory Time:**

Compensatory time is only available to non-exempt employees. 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, compensatory time or overtime shall be at straight time until 40 hours have been worked. Generally, employees will have the option of choosing either compensatory time or overtime, 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 Employees 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 the sole discretion of Police management.

## **Longevity**

Longevity earned as an SEIU employee, as of December 31, 2013, remains as a separate "longevity" payment until such time as an alternate pay schedule is adopted by Common Council. Implementation of an alternate pay schedule will result in the separate "longevity" payment being added to the employee's base wage. At that time the separate "longevity" pay code will cease. Future payment of longevity remains frozen at the December 31, 2013 level for each respective employee.

## **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 fifty dollars (\$50.00) per week for each week of scheduled on-call duty. This is limited to one employee per week in Water Department and Airport, 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. Wage determination for the out of class assignment is based on the wage of the out of class position, which provides the first opportunity for an increase. Out-of-class pay will only be applicable for actual hours worked.

## **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. Sick leave, personal business days, family care days, and compensatory time are *not* considered hours worked for overtime purposes.

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.

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

Employees recalled to work shall be entitled to a minimum of two (2) hours pay at time and one-half. Assignment of recalls will be based on the same principle as 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 immediate family, the employee will be allowed time off without loss of pay or sick leave credits. Such paid bereavement leave shall be used from the *day of death up to and including the day after the funeral*. 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).

#### Immediate Family

Immediate family shall be defined as the employee's spouse, children, grandchildren, brother, sister, son-in-law, daughter-in-law, or parents. Parents in the preceding sentence shall be interpreted as parents/step-parents of the employee and/or his/her spouse.

General, 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. Fire Protective – Platoon Shift employees shall be allowed up to two (2) platoon 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 or the employee's spouse's grandparent, niece, nephew, brother-in-law, or sister-in-law. General, Fire Protective-Day Shift and Police Protective employees shall be allowed one (1) day off without loss of pay or sick leave credits. Fire Protective-Platoon Shift employees shall be allowed up to one (1) platoon 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 Human Resources.

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**

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

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

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 child 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 may be taken as a pre-tax deduction from employee's paychecks when participating in the IRS Section #125 Plan. 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 and rules.

### **Holidays**

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 following designated holidays. To be eligible for holiday pay, 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. Paid leave consisting of vacation, personal business, compensatory time and sick leave (with acceptable medical substantiation) 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  
Independence Day  
Day after Thanksgiving  
New Year's Day

Martin Luther King Day  
Labor Day  
Christmas Eve

Memorial Day  
Thanksgiving Day  
Christmas Day

In addition to the above holidays, 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 increments of 7.5 hours/8 hours, or pro-rated for regular part-time. Should an employee terminate their employment prior to their one (1) year anniversary the holiday pay will be deducted from their final pay. Floating holiday is a use it or lose it provision, and may not be carried over.

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.

## **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 Chief, Division and 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 position of protective position covered under the Terms and Conditions of Employment (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 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 2014 coverage, the employee's monthly contribution shall be 16% of the 2014 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 2014 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 first date of employment.

**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 following notice of such from the City. 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 following notice of this requirement from the City, 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 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.

**J. Retiree Medical Benefit Plan Coverage - Normal Service (For Full Time employee's Hired Prior to January 1, 2014)**

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.

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

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.

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: 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.

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.

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.

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 After January 1, 2014: COBRA provisions apply.

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

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 Regular Full time Employees hired prior to January 1, 2014)**

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 employee's 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 full time employees hired 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**

The parties agree to establish a joint labor/management committee on health care cost containment. The committee will be made up of two members from the non-represented group 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 Human Resources. The City agrees to provide an additional sum of money for health care cost containment initiatives for non-represented employees during the term of this agreement. The sum of money provided for these initiatives shall be based upon the number of regular full time non-represented employees employed as of January 1<sup>st</sup> of each respective year, at a rate of \$50 per employee. Such funds are to be allocated as determined by the Health Care Cost Containment Committee.

**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 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 – 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.

Protective Employees – Police: Unless voluntarily waived, protective employees (hired prior to July 1, 2011), shall be aligned to the WRS employee contribution level paid by the represented employees covered under the Police Non-Supervisory Association (LPPNSA) collective bargaining agreement: 4% effective January 3, 2014; and effective July 4, 2014 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.

**Sick Leave**

**A. Sick Leave Accumulation**

General, 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 actually works or receives pay from the City for at least twenty (20) calendar days. 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). Platoon scheduled Fire employees the accumulation shall be 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 works or receives pay from the City for at least twenty (20) calendar days.

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 days duration 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 employee'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 the employee's inability to work.

**C. Personal Business Days**

Employees may request to use up to three (3) days (22.5/24 hours) 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. Fire Employees-Platoon may use up to 24 hours of accumulated sick leave credits for personal business.

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 months of employment.

**D. Family Care Days**

Employees working day shifts may use up to three (3) days (22.5/24 hours) of accumulated sick leave credits to care for their minor dependents due to illness or injury. Platoon shift employees may use up to 24 hours of accumulated sick leave credits to care for their minor dependents due to 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 Human Resources.

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 and 30 days for platoon employees. Catastrophic leave is not eligible for payout at retirement.

**F. 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) /53 (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..

1. For employees hired prior to January 1, 2014:

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 after January 1, 2014:

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 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 Human Resources. 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 service. 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 approved by management. Management may require employees submit their vacation requests by October 1<sup>st</sup> to allow for adequate staffing. If this is not done the supervisor may assign the employee vacation consistent with the needs of the department.

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

#### **1. Non-Exempt Employees**

Vacation accrual is credited to a new employee (hired prior to August 1) following four months of employment. Subsequent vacation is credited on the first full payperiod in January.

One (1) week after four (4) months of continuous service, for employees hired prior to August 1st.

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

Four (4) weeks after 14 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

2. Exempt (Non-City Executive) Employees

Vacation accrual is credited to a new employee (hired prior to August 1) following four months of employment. Subsequent vacation is credited on the first full payperiod in January.

One (1) week after four (4) months of continuous service, for employees hired prior to August 1<sup>st</sup>.

Two (2) weeks after one (1) year of continuous service

Three (3) weeks after five (5) years of continuous service

Four (4) weeks after 14 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

3. 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

Six (6) weeks after 30 years of continuous service

4. Fire Management – Platoon Schedule

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

## **B. Vacation Carryover**

All employees are responsible to use their accrued vacation in the year in which it is earned. If an employee is unable to use their accrued vacation because their requested vacation was cancelled by management then the employee is expected to submit their rescheduled vacation request for approval. Rescheduled vacation is to be taken prior to the end of the calendar year. If management determines the vacation request cannot be scheduled due to department operations and staffing needs, then a request for vacation carryover may be made. Any vacation carryover must be used by March 31<sup>st</sup> of the succeeding calendar year, or the same shall be removed from the employees accrual account. No more than 2 weeks of vacation may be carried over into the succeeding calendar year. Any carryover requests not approved, or exceeding two weeks will result in vacation forfeiture.

Non-City Executives: A written exception to carry over vacation must be approved in advance by the respective city executive and the Director of Human Resources and/or their designees. An extension to the March 31<sup>st</sup> deadline may be granted by the Director of Human Resources. An extension may be granted for up to three (3) months, however not to extend beyond June 28<sup>th</sup>. The respective city executive must submit a written request for an exception to the director of Human Resources by March 15th. Requests shall only be considered when the scheduling of vacation by March 31<sup>st</sup> is not possible.

City-Executives: All city executives requesting carryover for their vacation time must have written approval in advance from the Mayor. An extension to the March 31<sup>st</sup> deadline for city executives would follow the same guidelines established above however deadline extension requests would be subject to Mayor approval.

## **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, on the City intranet, and in all departments. Incumbent regular full time and regular part-time employees may apply via an internal application process. 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. If no internal applicant is selected to fill the vacancy the City will proceed with an external recruitment. In some cases, as determined by Human Resources, the City may conduct both an internal and external recruitment simultaneously.

The City 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.

Approved vacancies for regular part-time and exempt positions shall be posted in Human Resources and the respective department. The City may also simultaneously seek external applicants by proceeding with an external recruitment.

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 prohibiting nepotism in the hiring process. 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. An applicant for a position, who is an immediate family member of a City employee, will not be considered for appointment if the appointment would result in the City employee being in a position in which he/she would participate in the hiring decision or exercise control over, supervisor or influence the employment activities of the immediate family member.

In addition, no immediate family member of a City employee in the Departments of Finance, including the Treasurer's Office, Human Resources, Legal or the Mayor's office, shall be employed in a regular full time position with the City. No member of the Common Council shall participate in any final decision in any employment matter involving a regular full time employee who is an immediate family member of the Common Council member. "Immediate family member" is defined as spouse, son, daughter, mother, father, sister, brother, son-in-law, daughter-in-law, sister-in-law or brother-in-law.

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.

In exceptional circumstances, and upon recommendation by the Director of Human Resources and approval by the Mayor and Finance and Personnel Committee, an exception or waiver of provisions contained in the policy may be granted.

## **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 by resolution to provide a three (3) month notice. All property of the City, including 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.

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.

### **Discipline:**

Employees who violate City rules, regulations, policies and procedures, including, without limitation, those listed in this Handbook, or who have unsatisfactory work performance are subject to disciplinary action, up to and including discharge from employment. At the sole discretion of the City, various types of employee discipline may be imposed which include verbal reprimand, written reprimand, suspension, and discharge. None of these disciplinary measures are required to be used before discharge from employment occurs, nor are the listed actions required to be used in any specific order. All documented disciplinary action will be placed in the employee’s personnel file.

Discipline resulting in suspension, paid administrative leave or termination requires involvement of Human Resources. Discipline of this nature must be approved by the Director of Human Resources.

### **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 or suspension, with or without pay, 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. Performance evaluations reflect the employees performance in the preceding year. Performance evaluations shall normally be conducted annually in the first quarter of the year. Performance evaluations take into consideration the employees job knowledge, quality of work, initiative, dependability, attendance, attitude and other related factors.

### **Random Drug Testing (Non-DOT) – Airport and Police Evidence Room**

Civilian Service Employees assigned to work in the Police Evidence room and La Crosse Airport maintenance and operations staff are subject to random drug testing at any time. Selection for the random draw will be made by Human Resources.

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. 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.

