

## Summary of Changes in Employee Handbook

### Effecting Current SEIU employees

To be fully transparent and provide the greatest understanding I have provided summary information regarding each specific clause in the Employee Handbook affecting SEIU. **Highlighted areas indicate enhanced benefits.**

#### Section 1: Introductory Period and Review Period

Current: SEIU employees are subject to a 6 month review period. During their employment they are just cause employees. Transfers are subject to a 30 day review, and the employee has the option of returning to their former department – which requires the departing department hold off on filling any vacancy for 30 days.

Proposed: ALL employees are subject to a 2 year introductory period, during which time they are considered at-will employees. Transfers have a 6 month review period. Once an employee transfers they surrender their rights to their former position.

Intent: Provide uniform application of new hire status. Since 2012 non-represented employees, at the direction of F&P, are subject to a 2 year introductory period as at-will status. Provides departments the ability begin recruitment immediately as opposed to holding 30 days which extends the hardship for the department.

#### Section 2: Types of Employees

Employment Categories – (New to SEIU). Necessary for definitions within the employee handbook.

Wisconsin Retirement System (New paragraph for SEIU) Definitions under WRS.

Fair Labor Standards Act (FLSA) Classification - (New paragraph to SEIU) Definitions under FLSA.

Benefit Eligibility (New paragraph for SEIU). Simply states current practice. (NOTE: Although this has no impact on current SEIU employees, this will impact 1 employee within the Municipal Court who is only budgeted to work 16 hours per week. The benefits were never designed to provide for less than .5 FTE, however during the budget process last year the 20 hour position was modified to 16 hours. This created an administrative problem in administering and monitoring for benefits. Therefore the Handbook would not allow benefits to the incumbent working less than 20 hours in 2014.

#### Section 3: Time Away from Work

Blood Drives (New paragraph for SEIU). Reflects what is posted in each department currently.

Family and Medical Leave – existing language

#### Jury Duty & Court Appearances -

Current: Jury fees to be submitted to City Treasurer.

Proposed: Employee to complete leave request form.

Jury fees received to be submitted to HR.

If subpoenaed to testify in court regarding work-related incident, requires approval, and employee shall suffer no loss in pay. Fees received for court appearance shall be paid to Human Resources.

Employees subpoenaed to testify in non-work related case shall be excused from work, however will be required to use accrued leave for the absence.

#### Military Leave –

Current: City provides 14 days for military leave of absence, with no loss of pay.

Proposed: City provides 15 days of military leave of absence, with no loss of pay.

#### Reduction in Workforce:

Current: Layoffs within the department. Departments of 2 or more employees in the same classification layoffs shall be by strict seniority.

Employees occupying position selected for layoff is entitled to bump the least senior employee in their department provided they are qualified. If there is no less senior employee in department to bump, they have right to bump citywide, to the least senior employee in a position for which they are qualified.

Employee who was bumped in the department may bump the least senior employee citywide for which the employee is qualified.

Full time employees in lay-off status shall be recalled by City wide seniority to vacant positions.

During lay-off City continues to pay City share of health insurance premiums for 6 months.

A laid off employee who reaches retirement age during layoff may retire with all rights and benefits as active employees (including retiree health insurance)

Proposed: City determines where layoff or furlough would occur. Determined by impact on city operations, skills, abilities, qualifications, experience in a particular position, length of service and overall best interest of City. Provides education on City's current practice regarding unpaid leaves extending beyond 30 days.

Intent: Allows City to determine, in overall best interest of City where the layoff will occur and which position. Bumping eliminated as creates chaos within City, including determination if qualified, testing to determine if qualified, etc.

Unpaid Leave of Absence (new paragraph to SEIU). City has been allowing SEIU members an unpaid leave of absence under the same provisions as Non-represented employees, even though contractually not required. In addition, it provides clear information as to extended unpaid leaves which previously was communicated only to the affected employee at the time of the unpaid leave.

Voter Leave Law (new to SEIU) – required by law.

Work Breaks (new to SEIU). City has mixed practice throughout the City for paid work breaks. This paragraph provides consistent application. Minimizes City's liability risk by requiring employees remain on City premises. Reflects current non-represented content.

Workers Compensation – Reflects non-represented language. Must follow Workers Comp. statutes.

#### Section 4: Work Week/Pay Week

##### Work Week

Current: States work week shall consist of 8 hours per day, 5 days per week

Proposal: Simply states work week is 37.5 or 40 hours per week. Platoon scheduled included for fire. FLSA language for reporting in 7 minutes before or 7 minutes after.

Intent: To allow department to flex work week hours, eliminated the specifics of 8 hours per day, 5 days per week. Also, FLSA language protects the City from FLSA claims for employees who elect to punch in early or late.

Payroll and Pay Periods (new paragraph). Defines when our pay week is, how to proceed with errors found on paychecks, etc. Informational purposes.

#### Section 5: Pay and Compensation

##### Clothing Allowance – Personal Items

Current: Uniform allowance for Clerk Typist III – Fire Department of \$250 per year

Proposed: Delete language for clothing allowance for Clerk Typist II – Fire Department. All remaining language is existing non-Represented language

Increase Police Protective clothing allowance to match that of sworn officers.

Intent: Chief will provide Fire Department issues shirt. Uniform only needed when conducting presentations outside the Fire Station.

Commercial Driver's License (CDL) Trainer –(New paragraph for SEIU). Reflects posting language used when posting this for SEIU.

Compensation Guidelines (New paragraph for SEIU). Informational only.

Compensatory Time:

Current: Employees have option to select either OT or comp time for all hours worked over 40 in a workweek. Carryover limited to 20 hours of comp time. Comp time exceeding 20 hours paid out in the first pay period in January.

Proposed: *Generally*, employees have option of selecting OT or comp time, unless deemed otherwise, in advance by the Department Supervisor.

Carryover extended to 24 hour of comp time into next year. Comp time exceeding 24 hours paid out in the last full pay period in December.

Intent: Police Department specifically requests the ability to post an assigned OT assignment, contracted for events such as walk/run, as only overtime. Finance has indicated that the comp time needs to be paid out in the last pay period – the year it was earned. As a result, the Employee Input group elected to change it from 20 hours to 24 hours for carryover.

Evidence Room (new paragraph) Reflects current practice.

Longevity:

Current: Employees earn longevity when reaching their anniversary date with the City based on the following intervals: 10 years, 15 years, 20 years, 28 years.

Proposed: Employees maintain any longevity which was earned as of December 31, 2013.

Intent: With the merging of non-represented and SEIU we wanted to honor what was already earned, however allow the Pay and Class study to incorporate this into future placement. Creates uniformity with non-represented employees who do not receive longevity.

On-Call/Pager Pay:

Current: Only one employee in each department may be designated.

Proposed: Clarifies must be non-exempt. Also, reflects current practice of one (1) employee per week in Water Department and Airport, and two (2) employees within Sanitary Sewer Utility.

Intent: Language clearly indicates which departments receive on-call/pager pay, and that they must be a non-exempt employee.

Out of Class Assignments:

Current: Hourly employees temporarily assigned by management. (City followed assignments based on seniority).

Proposed: Assignment based on skill set, availability and staffing. Non-exempt employee assigned by management to perform essential function of non-exempt position in higher grade shall receive the wage of the out of class position which provides the first opportunity for an increase.

Intent: Management selects the employee based on criteria, not strictly seniority. Provides the City with more flexibility and the assurance of qualified staff for the assignment. If a pay and class study is implemented, the language defines that the employee will receive more pay for the assignment and the process of doing so.

## Overtime

Current: Overtime based on hours worked. Hours worked include vacations, holidays and compensatory time. Comp time shall not be taken in less than 1 hour increments at a time. City has the ability to assigned on-duty qualified employees (citywide) to perform the required work. In cases where there are no on-duty qualified employees (citywide) to perform the work, any necessary OT will revert to the department normally responsible for the work.

Proposal: Clarifies FLSA status for overtime. Compensatory time does not count as hours worked for overtime. Departments are to establish an overtime procedure which best meets the need of the department. Consideration to include skill set required, availability, staffing, response time for emergency call-outs, etc. Management has sole discretion in the assignment of overtime. The City has the right to require OT work as necessary to meet operational needs.

Intent: Allow management to assign OT based on criteria other than strict seniority to allow more flexibility and quality, responsive assignments. OT may be required to maintain operations (Street plowing, Airport plowing, etc.). Compensatory time is generally earned at time and one –half, therefore including it as hours worked again for OT is pyramiding on the accrual. Paying time and one half on hours earned as time and one half. Proposal exceeds requirement under FLSA.

## Premium Pay Hours

Current: Known as shift premium. City pays premium pay for full shift if the shift starts on or after 2:30 p.m. and continues up to 6:30 a.m. Shift premium paid to employee during shift premium hours regardless of paid leave, except compensatory time received.

Proposal: Limit the premium pay to pay during the premium hours only. Any hours actually worked on or after 6:30 p.m. and prior to 5:59 a.m. would be eligible for shift premium. Paid leave such as vacation would not receive addition premium pay.

Intent: Pay all employees in uniform manner for hours worked during core hours of 6 a.m. – 6:30 p.m.

Recalls/Shift Abutment/Work Continuation – Existing SEIU Language.

Tar Crew Pay – Existing SEIU language

Translation Duties

Current: Premium only eligible for Civilian Service Employees

Proposal: Premium available for any non-exempt employee

Intent: Allows more flexibility within the City for translation duties.

## Section 6: Benefits

Bereavement Leave:

Current: limited definition of immediate family and other members. No limitations as to when the bereavement leave is to be used for immediate family members. Limited to day of funeral only for other family members.

Proposal: Enhance definition of immediate family to include grandchildren, son-in-law, daughter-in-law and step parents. Enhance definition of other family members to include niece and nephew. Define leave to be taken from day of death up to and including day after the funeral, for both immediate family and other family members. Additionally provides pallbearer leave for up to 2 full time employees when serving as pallbearer for the funeral of an active City employee or retiree.

Intent: Mirror non-represented benefit, thus providing uniform benefit. Provides defined time limits for taking of bereavement leave.

Bus Passes (new paragraph to SEIU). Free to employees. Mirrors benefit provided to non-represented.

Deferred Compensation Plan (new paragraph to SEIU). Defines benefit in existence.

Employee Assistance (new paragraph). Defines benefit in existence.

Flexible Spending Account. No change in benefit.

Holidays:

Current: Employees have Spring Holiday

Proposal: Provide Floating Holiday in lieu of Spring Holiday.

Income Continuation Insurance (same content as non-represented. No change to benefit)

Life Insurance :

Current: States the level of benefits in effect as of January 1, 1992 shall be maintained.

Proposal: Reference to January 1, 1992 deleted. Added definition of “domestic partner” as required by ETF.

Medical Benefit Plan:

Current: Employees hired as of June 30, 2004 required 10 years of service for retiree health insurance.

Employees hired between July 1, 2004 and December 31, 2006 required 15 years of service for retiree health insurance.

Eligibility for surviving spouse and dependents of employee/retiree that dies; Employees hired prior to March 25, 2011 - surviving spouse and dependents remain on City's medical benefit plan at same rates as active employees until spouse becomes eligible for Medicare, or remarries, whichever occurs first.

Employees hired after March 25, 2011- must have 8 years of full time services, for surviving spouse or eligible dependents remain on the City's medical benefit plan until the spouse becomes eligible for Medicare, or remarries, whichever occurs first. If the 8 years had not been met, the spouse and dependents would be eligible for four months of coverage following the date of death.

Proposal: Elimination of retiree medical benefit plan for employees hired as of January 1, 2014.

Employees hired as of January 1, 2002 require 10 years of service for retiree medical benefit plan .

Employees hired between January 1, 2002 and December 31, 2006 requires 15 years of service for retiree medical benefit plan

Eligibility for surviving spouse and dependents of employee/retiree that dies: Employees hired prior to January 1, 2012 – if employee has met the years of service for retiree medical benefit plan then spouse may be eligible to continue on the City's medical benefit plan until the spouse becomes eligible or Medicare or remarries. If they have not met the years of service requirement they would be eligible for 6 months of coverage.

Employees hired after January 1, 2012, spouse or dependents of insured employee who dies before being eligible for Medicare shall be eligible to continue in the City's medical benefit plan for 6 months.

Intent: At the direction of Finance and Personnel retiree health insurance was to be phased out. All other parties have eliminated retiree medical benefit plan .

Coverage for surviving spouse and dependents – language mirrors the standards that the non-represented are held to. Provides uniformity and control of medical benefit plan.

Years of service requirement for retiree health insurance mirrors the provisions that which non-represented are held to.

Ultimate goal is sustainability of medical benefit plan.

Pension - No change for SEIU

Sick Leave –

Current: Required Personal Business be taken in no less than 4 hours at a time. Sick leave not available to use during employees 6 month probationary period.

Proposal: Eliminate minimum restriction of 4 hours. Allow use of sick leave during introductory period.

Employee who severs employment with the City may not use sick leave to extend his/her separation date beyond the last day worked, unless medical substantiation has been provided.

Add Family Care Days for illness/injury of minor dependents (same benefit as non-represented)

Add Catastrophic Leave (same benefit as non-represented)

Provide 100% payout of sick leave for employees hired after January 1, 2014, if they have met 20 years of service at time of retirement. If the 20 years have not been met they would receive 45% as with other retirees.

Intent: To provide uniform administration of sick leave. Be more employer friendly by providing Family Care days. Provide new hires (meeting requirements) with increased sick leave payout in lieu of retiree medical benefit plan

Tuition Reimbursement (new to SEIU) –(same benefit as non-represented)

Vacation:

Proposal: Add 1 week of vacation for non-exempt new hires (hired prior to August 1) following 4 months of employment.

Break out vacation as non-exempt schedule and exempt schedule. Non-exempt schedule mirrors SEIU current vacation schedule. Exempt schedule mirrors the non-represented vacation schedule. (\*this does not impact SEIU, however it does impact 2 new non-represented employees who will be moved to the non-exempt vacation schedule. They will not qualify for the extra week of vacation in 2014, as would otherwise been available as a non-rep)

Elaborate on process for vacation carryover.

Voluntary Dental Plan – Existing language

## Section 7: Employment Recruitment and Separation

Background and Reference Checks (new language)

Exit Interviews (new language – reflects practice)



## Job Vacancies – Recruitment

Current: Seniority is basis for transfers. Jobs posted in department 5 days, then citywide for 5 days if no departmental bidders. Incumbent bidders are not subject to qualifications contained on the job description. Bidders try the position for 30 days – former position held open.

Proposed: Vacancies posted on bulletin boards for all employees. Employee must be qualified per the job description to be considered. For positions requiring CDL, preference would be given to those with CDL Class B license. If no internal candidate is selected, the City will pursue external (public) applicants. Employer reserves option to make exceptions and seek external applicants, or place employees in positions due to extenuating circumstances.

Intent: Provide the Departments with qualified applicants. Departments are expected to do more with less, and efficiency is greatly affected by qualified applicants. Intent to give internal employees, who are qualified, first opportunity (in most cases) at vacant positions within the City. **Allows qualified less senior employees opportunity for advancement.**

Nepotism (new to SEIU) Reflects resolution passed by Council.

Residency Requirements – Reflects state law.

Separation of Employment (new to SEIU) – requests advance notice. Provides oversight of forced separation of at-will employees to ensure no discriminatory action taken.

## Section 8: Employee Conduct

Attendance & Punctuality (new to SEIU)

City Vehicles (new to SEIU) Requires employees comply with IRS regulations.

Confidentiality (new to SEIU)

Discipline

Current: Disciplinary records are removed from their personnel files after a period of time.

Proposed: All discipline remains in employee personnel file. Defines methods of discipline which may be imposed at the sole discretion of the City. Requires HR involvement and approval for discipline resulting in suspension, paid administrative leave or termination.

Grievance Procedure:

Current: Employees may grieve for any violation of contract provision, discipline, termination, etc. Employees may proceed to arbitration.

Proposal: Under Act 10, the language in the collective bargaining agreement is unenforceable. No arbitration rights exist. Employees must follow Grievance Procedure as approved by Council.

Identification Badges – summarizes policy already in existence.

Performance Evaluations (new to SEIU) Informational as to purpose of performance evaluations.

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

Current: Police Evidence Room limited to random testing 2 times per year. Airport staff required to be tested if drawn during the random selection for DOT drug testing.

Proposal: Random testing with no limitations. Random selection by HR. Any testing resulting in a positive test would result in automatic termination.

Intent: Due to integrity of the Police Department employees who test positive cause the Police Department and the City harm to their reputation. Due to significant public safety concern at the Airport, positive testing cannot be tolerated.

Current SEIU collective bargaining agreement has the following Memorandum of Understandings:

MOU 1 – Defining part time employees who are not covered under the union contract. Delete

MOU 2 – Job Bidding and Testing. Delete - City has incorporated the right test under Job Vacancies – Recruitment.

MOU 3 – Accreted positions. Delete - No longer applicable.

MOU 4 – Exceptions to Continuous Service for Retiree Medical Benefit Plan Coverage. Delete

MOU 5 Safety Toe Shoes. Delete - Not applicable. Only valid for 2011.

MOU 6 Settlement Agreement for the La Crosse Center. Deleted – required union employee open and close building. Prohibited use of casual workers without presence of Lead Janitor. Eliminated as not efficient use of staff.

MOU 7 Equipment / Job Classification List. List defines what pay an employee gets based on what equipment they operate. Delete - Proposed Employee Handbook pay the employee based on the work they do, which may at times tie into the equipment.

MOU 8 Life Insurance Coverage for Eligible Retirees at Age 66. Defined by our Life Insurance.

- MOU 9 Modification Agreement. Limits the use of part-time employees. Deleted - Not efficient use of staff.
- MOU 10 – Voluntary Dental Plan. Delete - Included within Employee Handbook.
- MOU 11 – Role of Lead Worker. Defines/limits the role of lead worker. Delete – not efficient use of staff.
- MOU 12 – Transfer of Employees to Enhance Flexibility. Delete – expired 12/31/2011.
- MOU 13 – Special Wage Adjustment, Deletion of Equipment List and Out of Classification Pay - Maintenance Person – Airport. Delete – outdated.
- MOU 14 – Position Descriptions. Minimum qualifications on job description did not apply to incumbent employees. Delete – want qualified candidates to fill City positions.
- MOU 15 – Grievance Settlement. Delete – settlement is with former employees.
- MOU 16 Merging of Streets and MSC Bidding Units. Delete – Bidding units no longer applicable.
- MOU 17 – Attendance Policy. Delete – Policy included in Employee Handbook.
- MOU 18 – No Lay-offs for 2011. Delete – expired.
- MOU 19 – Airport – Drug and Alcohol Testing. Defines City authority to test employees at Airport when their name is drawn during the Random DOT drug testing process. Delete – testing included in Employee Handbook.
- MOU 20 – Airport Crew Leader Assignment. Provided a premium of \$1.00 to Maintenance Electrician –Airport when performing as crew leader. Delete.
- MOU 21 – Municipal Court. Delete – expired.

**NOTE:** Employee Handbook – Policies (Part 2) includes all existing policies. For formality purposes they had to be put under one cover as part of the employee handbook. No new policies were created for the handbook. New to SEIU are:

Tuition Reimbursement Policy (added benefit)

HIPAA (applies to employees who have any contact/information on employees medical benefit plan enrollment, claims, etc.)

Flex Policy – does not apply to SEIU

Grievance Procedure – Enacted in 2011, however new to SEIU.