

Date: Tuesday, Nov. 1, 2016
Time: 6:55 pm
Place: Westside Fire Station

SALARY & PERSONNEL COMMITTEE

- A. CALL TO ORDER & ROLL CALL
- B. CORRECTION OF MINUTES
- C. BUSINESS: OPEN

- 1. REVISIONS TO COMP TIME POLICY

In previous meetings revisions to the usage of Comp Time were proposed. Attached is the Fair Labor Standards Act policy which addresses the issue on page 3.

Individual Requesting Item	Salary & Personnel Committee
Expected Length of Discussion	10 min.

Documents:

[*Appendix AL FLSA Policy 2016-10-27.pdf*](#)

- 2. PROPOSED REVISIONS TO ARTICLES V, VI AND AND VII OF THE EMPLOYEE POLICY MANUAL

Continued discussion from previous meetings.

Individual Requesting Item	S & P Committee
Expected Length of Discussion	10 min.

Documents:

[*M-Manual-Revisions_2017-10-27.pdf*](#)
[*2016 Employee Comp Time Survey Results.pdf*](#)
[*D-!Employee Policy Manual_2016-07-07_Marked.pdf*](#)

- D. BUSINESS BY MEMBERS

May make brief comments or bring up items to be discussed at a future meeting

- E. ADJOURNMENT

This Committee may take any action it considers appropriate related to any item on this agenda.

Requests from persons with disabilities who need assistance to participate in this meeting, including need for an interpreter, materials in alternate formats, or other accommodations, should be made to the Office of the City Clerk at (608) 329-2564 with as much advance notice as possible so that proper arrangements can be made.

Members: Chairperson Brooke Bauman, Michael Boyce, Reid Stangel, and Alt. Richard Thoman



Fair Labor Standards Act (FLSA) Policy

HR Appendix: AL

Adoption Date: January 7, 2014

Pages: 4

Last Update: December 2, 2014

I. PURPOSE

The Fair Labor Standards Act (FLSA) was created in 1938 to establish minimum wage and a limit to the number of hours that may be worked in a standard workweek without paying overtime. It also provides standards for equal pay, overtime pay, recordkeeping and child labor. The purpose of this policy is to define the Fair Labor Standards Act (FLSA) as it applies to City of Monroe employees.

II. POLICY

It is the policy of the City to comply fully with the provisions of the Fair Labor Standards Act of 1938, as amended, as well as applicable state laws and City Collective Bargaining Agreements. Improper pay deductions are prohibited. Failure to comply with this policy will result in discipline, up to and including termination.

(A) **Covered Employees:** The Fair Labor Standards Act (FLSA) identifies two types of covered employees: exempt and non-exempt. Whether an employee is considered exempt or non-exempt under the FLSA depends on his/her duties, responsibilities and salary.

1. Designation of exempt or non-exempt status is the responsibility of the City Administrator or their designee. Positions will be reviewed based on the actual work responsibilities and salary assigned to each position.
2. Employees who are covered by the Wage and Hour provisions of the FLSA and are eligible for overtime after 40 hours worked (except Police and Fire Department non-exempt employees) in a workweek are considered *non-exempt employees*. In order to receive overtime compensation, the employee must be “suffered or permitted to work”, which means that if the City requires or allows employees to work, the time spent is generally hours worked. Thus, time spent doing work not requested by the City, but still allowed, is generally hours worked, since the City knows or has reason to believe the employees are continuing to work and the City is benefiting from the work being done, commonly referred to as “working off the clock.”
3. Employees exempted by the Wage and Hour provisions of the FLSA must meet certain category criteria as stated in the regulations. These employees are not eligible for overtime and are considered FLSA *exempt employees* if their work assignments fall into one of the following categories: Executive, Professional, Outside Sales, Computer, or Administrative. Also, certain seasonal recreational employees can be considered exempt from specific provisions. Exempt employees are expected to put in those hours necessary to complete their job and are not eligible for overtime.

(B) **Non-Covered Employees:** Non-covered employees include elected officials and their personal staffs, policy-making appointees, legal advisors, legislative employees, bona fide volunteers, independent contractors, prisoners, and certain trainees.

(C) **Work Period**

1. The standard FLSA work period is a fixed period of seven (7) consecutive calendar days. Police and Fire Department employees may have a fixed work period of up to 28 calendar days.
2. The work period defines the time of day and day of the week when the employee’s work period begins and ends.

3. An established work period may only be changed if the change is intended to be permanent and not for the purpose of avoiding the accrual of FLSA overtime.

Employee Description	Assigned Days Scheduled	Maximum “Regular” Hours
Standard	7 consecutive calendar days	40
Patrol Division	9 consecutive calendar days	49.5
Detective, Detective Sergeant	21 recurring calendar days	41.25
Court Officers, Special Assignment Officers	7 consecutive calendar days	40

(D) Time Worked

1. Time worked includes all time non-exempt employees are required to be on duty at their prescribed work places and all time during which they are permitted to work.
 - a. Non-exempt employees will be compensated for all time they are required or asked to work which supervisors know or have reason to know they are working.
 - b. Non-exempt employees who work without authorization are subject to disciplinary action, up to and including discharge.
 - c. Non-exempt employees are required to report all time worked and are required to accurately reflect this on their timecard or in the City’s time system. Failure to correctly record or falsification of actual work time is subject to disciplinary action, up to and including discharge.
 - d. Supervisors are not to ignore work that non-exempt employees do on their own time. This is a violation of policy and prohibited by the FLSA.
 - e. The supervisor who signs an employee’s timecard or approves his/her time record must have personal knowledge of the hours worked by the employee and must not “adjust the books” or ask an employee to record more or fewer hours than were actually worked. Such an action is not only a violation of policy, but is also illegal under the FLSA and may subject the employee and or supervisor to disciplinary action, up to and including discharge. Any illegal act may also result in legal action.
2. Exempt employees are paid on a salary basis and are not eligible for overtime. Time records for exempt employees should still reflect an accurate accounting of time worked and paid time off.

(E) Meetings/Training:

1. Time spent by non-exempt employees attending meetings, training and similar activities must be counted as time worked unless **ALL** of the following criteria are met:
 - a. The attendance is outside of the non-exempt employees’ regular working hours;
 - b. The attendance is voluntary;
 - c. The meeting, training or similar activity is not directly related to the non-exempt employees’ positions;
 - d. The non-exempt employee performs no work related to his/her position while in attendance.
2. Lunch breaks at training are not considered time worked for non-exempt employees, provided the employee is free to leave and there is no formal instruction during the lunch period.

(F) Travel:

1. Normal travel, for a non-exempt employee, from home to work and return to home is not considered work time. This is true whether the non-exempt employee has a fixed workplace or works at different locations.
2. Travel to work assignments at sites within reasonable commuting distance of the non-exempt employee's primary work site is considered in the "home to work" category and is not work time. If, however, a non-exempt employee is required to stop by the primary work site for instructions or to pick up materials, the travel from the primary work site to the work assignment will be counted as time worked.
3. Travel between a non-exempt employee's normal work site and another place of assignment, or travel between one assignment and another during the work day, is considered time worked.
4. Travel associated with a one-day assignment at a different location will be considered time worked to the extent that the travel exceeds the time spent in the non-exempt employee's normal travel between home and work.
5. FLSA exempt employees are not entitled to any FLSA compensation for travel time, either outside of, or in addition to, their normal hours of work.

(G) Overtime:

1. If overtime occurs [a non-exempt employee works in excess of the hours denoted in Section (C) **Work Period**] the non-exempt employee is entitled to receive time and one-half compensation or FLSA compensatory time for the amount of overtime worked.
2. Non-exempt employees must receive prior approval from their supervisor to work overtime.
3. Exempt employees are not entitled to overtime compensation or compensatory time for time worked over forty hours in a work period unless specifically provided for in another policy.

(H) Compensatory Time:

1. **Non-Exempt Employees:**
 - a. Each non-exempt employee approved to receive compensatory time may accumulate FLSA overtime credit of not more than forty hours. Non-exempt employees must be paid for FLSA overtime worked in excess of this limit.
 - b. Each non-exempt employee engaged in a *public safety activity, an emergency response activity or a seasonal activity* may accumulate FLSA overtime credit of not more than forty hours and must be paid for FLSA overtime worked in excess of this limit.
2. **Utilization of Compensatory Time:** City managers should encourage and/or permit their staff to take their compensatory time as soon after it is earned as possible. The use of compensatory time must be scheduled so as not to disrupt the work in the department. Compensatory time accrued in a non-exempt position for FLSA overtime worked must be paid upon termination of employment.
3. **Prohibited Utilization of Compensatory Time:** Compensatory time off is not a form of accrued paid leave that may be substituted for unpaid Family and Medical Leave (FMLA), pursuant to 29 CFR 825.207.
4. **Carryover of Compensatory Time:** Compensatory hours less than or equal to forty, existing at the end of the calendar fiscal year, may NOT be carried over into the next calendar fiscal year, but shall not increase the maximum provided in this section be paid on the final paycheck of the year.

(I) Call Out:

1. In the instance where an Employee is called to report to work at a time other than their anticipated scheduled shift the act of reporting shall be considered "Called Out." An

- Employee requested to extend their scheduled shift is NOT “Called Out.”
2. A “Called Out” Employee is entitled to Premium Pay which is calculated at one and one-half times their regular rate of pay.
 3. Except where such hours are consecutively prior to the Employee’s anticipated, scheduled shift and/or the Employee has agreed to work an assignment lasting less than two hours, the Employee shall receive a minimum of two hours of Premium Pay.
 4. Employees “Called Out” on the actual holiday (not observed) as listed in Section 6.2 of the City of Monroe Employee Policy Manual are entitled to double their regular rate of pay exclusive of any “Holiday Pay” they are entitled to under said Section.
 5. Employees may be sent home after eight hours worked at the Employer’s discretion. As there is no “pyramiding” of overtime and Employees are paid a premium rate, “Called Out” hours will not be used in calculating the maximum “regular” hours worked during a work period.

(J) On Call Duty:

1. An Employee who is required to carry a cell phone or pager outside of their scheduled shift is “waiting to engage” and therefore considered to be “On-Call.”
2. Non-Public Safety Employees assigned to be “on call” shall be compensated at the following rates, defined as of midnight (12:00 AM) of the “On-Call” Period:
 - a. Weekday (Monday – Friday): **\$10/day**
 - b. Weekend (Saturday – Sunday) and Actual Holidays (not observed): **\$20/day**
3. Employees responding to a call or page while on such duty are subject to the provisions of Section II(I) above.

(K) Wage Deductions for Exempt Employees: The FLSA allows for the following wage deductions from exempt employee’s pay, without destroying the exempt status of the employee:

1. Full workweek or full day increments – for violations of the City’s workplace conduct rules [i.e. sexual harassment, workplace violence].
2. Full day increments – for personal reasons or sickness/disability.
3. Partial day increments – for unpaid leave or a budget required reason.
4. Hourly increments – for FMLA absences, taken as intermittent or reduced leave.
5. Any increment – for violations of safety rules of major significance.

(L) Improper Wage Deductions: Improper wage deductions to exempt employees are prohibited by the City, pursuant to the FLSA. Deductions are *not permitted* for the following:

1. Absences occasioned by the City or by the operating requirements of the City;
2. Absences caused by jury duty;
3. Absences caused by attendance as a witness, where an employee is under a subpoena to be present in court;
4. Temporary military leave.

(M) Complaint Procedure: An employee who feels they have had an improper pay deduction or have not been paid appropriately should file a complaint with the Comptroller immediately. The Comptroller or their designee will review the situation and determine if an improper deduction has been made and if so, work with the employee to resolve the situation and if applicable, ensure proper reimbursement is made.



CITY OF MONROE

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MEMORANDUM

DATE: October 27, 2016
TO: Salary & Personnel Agenda
FROM: City Administrator
RE: Employee Policy Proposed Revisions to Sections V-VII

This memo is to serve as a primer on the proposed revisions to sections V through VII of the Employee Manual. The process began earlier this year by meeting with employees throughout the City and offering an opportunity for suggestions regarding the current policies and practices. These suggestions were considered and discussed with the directors over the course of several meetings for inclusion as revisions to the proposed document.

The majority of the revisions centered on formatting in order to make the document easier to read and find particular items of interest to employees and supervisors. Proposed revisions that are more substantive and potentially subject to increased discussion and adoption by the Salary and Personnel Committee include:

- 1) Elimination of Compensatory Time.** The proposed revisions eliminate the practice of comp time for anyone except employees in the public safety sector, which work around the clock (24/7) operations.
- 2) Minimum Usage of PTO Time.** The daily minimum usage was revised to allow employees to use the balance of time necessary to round out their daily time record (instead of 1/2 hour increments). The annual minimum requirement of a contiguous 40-hour block was clarified and established for anyone with eight or more years of credited service.
- 3) Holidays.** Eliminates 1/2 day on New Year's Eve, while adding the remaining 1/2 day for Christmas Eve (Full day), and Adds Good Friday for employees other than sworn officers and dispatch (who already had this day).
- 4) Bereavement Leave.** Revises language to reflect observed time frames for attendance of funeral or memorial service and to address matters of the estate rather than definitions of relationships to family members. Fixes conflict with definitions identified in Section I.

The elimination of compensatory time has been the subject of several Salary and Personnel meetings and a survey specific to comp time was requested and completed. Although the results are debatable, the general consensus of the committee appeared to be consistent with "rejecting the proposed amendment" thereby leaving the language in the Manual the same as it is currently stated. This would have the effect of referencing the FLSA policy for specific usage of Compensatory Time.

The committee did discuss some potential adjustments to the usage of compensatory time. These should be addressed in a separate issue related to the FLSA policy.

Please check the box that most accurately describes how often you work more than 40 hours in one work week:

- 2 Once / Pay Period
- 6 Once / Month
- 11 Once / Quarter
- 16 Once / Year
- 27 Other

How often do you currently accrue comp time instead of paid overtime?

- 4 Always
- 9 Sometimes
- 24 Never

Should the City move to a direct payment of overtime as earned and eliminate the program to accrue comp time?

- 5 Yes
- 19 No
- 13 I do not have a preference

37 Surveys Completed

Employee Policy Manual

City of Monroe, Wisconsin



**Adopted by Resolution:
January 07, 2014**

**Revised:
February 2, 2016**

V. WAGE ADMINISTRATION POLICIES

5.1 PAY POLICIES

The employer pays its employees via *Direct Deposit* every other Thursday, for a two week time period with the pay period ending the Sunday prior to the issuance of paychecks. Paid-on-call Firefighters and eElected officials will be paid monthly. Any questions regarding your payroll check should be directed to the Comptroller comptroller or their designee.

- (A) **Compensation:** Employees, other than exempt employees will be compensated based upon the hours that they work as tracked and reported through the City's employer's time keeping system. Exempt employees will be compensated by salary and on the basis of responsibilities and duties rather than the number of hours required to perform their duties. While exempt employees are generally expected to conform to the standard business hours of their department, they are afforded flexibility in the application of their time to the responsibility involved in managing their department and their own workload.
- (B) **Time Clock Verification:** At the end of the pay period employees are encouraged to review their time sheet for accuracy of the calculated regular hours worked, the overtime hours worked (if applicable), and benefit time taken (if applicable). The employee's supervisor shall verify each employee's time sheet and review any questionable or irregular entry with the individual employee.
- (C) **Meals and Other Breaks:** It is the policy of the employer to offer meals and breaks in accordance with applicable rules and regulations of the Department of Workforce Development for the State of Wisconsin. As work schedules and policies may differ by department and season, employees should discuss the policy and/or procedure for qualified meals or breaks with their supervisor.

5.2 OVERTIME

It is the policy of the employer to comply with Federal and State regulations related to hours and pay. The employer will compensate pay non-exempt employees at one time and one-half times the employee's regular rate of pay for all hours actually worked¹ in excess of forty straight-time hours in a standard work period, (employees with a non-standard work period should reference the **FLSA Policy** for procedures).

- (A) **Notification:** The director of the affected division(s) shall notify the city administrator of the reasons as to why the overtime was necessary.
- (B) **Avoidance:** To the extent possible, overtime should be avoided. The supervisor shall make every attempt to work with their employees to:
 - 1. **Flex Schedules:** Enable full time employees the flexibility to schedule time off within that particular work period in order to reduce or eliminate "overtime."
 - 2. **Scheduling Other Employees:** Schedule qualified employees earning a lower rate of pay to complete the work task in order to reduce the financial impact upon the employer.
 - 3. **Increase Use of Part Time Labor:** Schedule qualified part-time employees additional hours to reduce or eliminate "overtime" during the specified work period.

5.3 COMPENSATORY TIME

Compensatory time off for non-exempt employees in the public safety divisions may be accumulated in lieu of overtime pay in accordance with the City of Monroe **FLSA Policy**. No hours worked during an employee's "Regular Work Schedule" may be accumulated as compensatory time. In the event an employee terminates

¹ Hours actually worked is defined as hours worked at the regular rate of pay. It does not include hours worked at a "premium rate" or hours substituted from Paid Time Off. (Compensable wages)

employment, the unused balance of accumulated compensatory time shall be paid in cash at the wage rate in effect at the time of separation.

5.4 SAFE HARBOR

In accordance with the Department of Labor's policy on the "Effect of Improper Deductions From Salary"² the employer has adopted a "Safe Harbor" Policy or exempt employees. For additional information regarding the employer's commitment to deter improper or unlawful deductions that violate the FLSA please reference the **Safe Harbor Policy** located in the office of the city clerk or the "Company Information" section of the Employee Self Service page on the iSolved HCM site.

5.56 ON CALL DUTY

It is the policy of the City employer to compensate employees who are requested to carry a cell phone or pager outside of their scheduled shift in accordance with the City of Monroe **FLSA Policy**. For additional information regarding the City of Monroe employer's compensation practices please reference the **FLSA Policy** located in the office of the city clerk or the Company Information section of the Employee Self Service page on the iSolved HCM site.

5.6 CALL-OUT

It is the policy of the City employer to compensate employees who are called to work at times other than their anticipated, scheduled shift in accordance with the City of Monroe **FLSA Policy**. For additional information regarding the City of Monroe employer's compensation practices please reference the **FLSA Policy** located in the office of the city clerk or the "Company Information" section of the Employee Self Service page on the iSolved HCM site.

5.6 ON CALL DUTY

It is the policy of the City to compensate employees who are requested to carry a cell phone or pager outside of their scheduled shift in accordance with the City of Monroe **FLSA Policy**. For additional information regarding the City of Monroe's compensation practices please reference the **FLSA Policy** located in the office of the City Clerk or the Employee Intranet.

5.6 7 REPORTING CHANGES IN STATUS

Changes in an employee's current place of residence, mailing address or telephone number should be reported promptly both to the employee's supervisor and the comptroller. Additionally, Changes in the status of an Employee employee or the Employee's employee's family can have a direct effect on payroll deductions, entitlement to benefits, or the level of benefits which an Employee employee may be eligible to receive. Therefore, Changes in any of the following shall be reported to the city administrator or comptroller or their designee without delay:

- Marital Status
- Birth or Adoption of a child
- Legal guardianship
- Death of a spouse or child

In addition, changes in an Employee's current place of residence, mailing address or telephone number should be reported promptly both to the city administrator and the Employee's work unit supervisor.

² Provided in Title 29 United States Code, Code of Federal Regulations, Part 541 §603d (29CFR §541.603(d)) of the Fair Labor Standards Act (FLSA).

5.7 8 EMPLOYEE GARNISHMENTS and ATTACHMENTS

Each Employee is expected to take care of his or her financial obligations independent of the City of Monroe. If Any notification of a wage assignment or garnishment is received it by the employer will be handled in accordance with applicable state laws governing such action and processed in the legally prescribed manner. When required, the employer will withhold an employee's wages and submit to the proper authority as identified in the notification.

5.8 9 REPORTING ABSENCES OR TARDINESS

Regular attendance and punctuality are part of your job. Employees are expected to be present and on time for every scheduled shift. When illness or accidents prevent an Employee employee from doing this, they should follow the notification procedure or policy for their respective department.

- (A) **Absence for Illness/Surgery/Hospitalization or Other Non-Work Related InjuriesRestricted Duty Work:** When you an employee isare absent from work for more than three days, have has an obvious debilitating injury, or you may be otherwise compromised in your their ability to perform your the essential duties of their position, you they shallmust provide bring a doctor's release upon theirwith you when you return to work. The employer will consider restricted duty assignments on an individual basis, items to be considered include but are not limited to the current position held by the employee, the severity of the restrictions, and the availability of restricted duty work and the nature of the illness or injury. All restricted duty work assignments are shall be coordinated with the Safety Director and the division supervisor and authorized by the city administrator or their designee. Employees who are eligible and qualify may choose to utilize FMLA leave in lieu of a restricted duty assignment. Employees opting to use FMLA leave in lieu of a restricted duty assignment may lose rights to Worker's Compensation pay if the injury occurred on-the-job.
- (B) **Discipline:** Habitual or excessive absenteeism and/or tardiness, including arriving late to work, returning late following breaks or lunch, and leaving early, whether authorized or not, may result in discipline up to and including discharge.

5.9 10 LEAVE OF ABSENCE

Purpose. Leaves of absence may be requested by employees to provide time off work for an Employee employee to attend to pressing personal issues which, by way of illustration, might include, but are not limited to, extended illness of the Employee employee or extended illness or death of a family member.

- (A) **Compensation:** Leaves of absence shall be without compensation unless the Employeremployer, in its discretion, permits substitution of accrued compensatory time off or benefit time reduced as provided for below. Requests for substitution of benefit time shall be made at the conclusion of the leave of absence. Each day of leave shall be equivalent to a number of hours of accrued compensatory time, flex timePaid Time Off, or vacation hoursother accrued leave equal to the number of hours for which the Employee employee would otherwise have been scheduled to work on such day. During the period of absence, the Employee employee shall not engage in gainful employment. Failure to comply with this provision shall result in immediate discharge.
- (B)
- (C)
- (D) **Request Procedure:.** An Employee employee desiring a leave of absence from employment shall submit a written request for such leave to the Division division supervisor, setting forth the reasons for which the leave is requested. A leave of absence less than five days, but a minimum of two hours may be granted or denied by the Division division supervisor, in his/hertheir sole discretion. Leaves of absence without pay for more than five days may be granted or denied by the City city Administratoradministrator, in his/hertheir sole discretion. An initial leave of absence shall be for a maximum of thirty calendar days. The length of a leave of absence may be extended, by the Salary and Personnel Committee, for additional periods, each not to exceed thirty calendar days. In the event that a

leave of absence results in one or more shifts of serv provided as determined by the Division supervisor in his/her sole discretion, and the Division division supervisor without the payment overtime reasonable regard by the Division supervisor for made by the Employee who has been granted a leave of absence, the Salary and Personne Committee may request that an employee cancel or modify the period of a leave of al

(E)

(F)

(G) **Health Insurance:** Prior to commencing a leave of absence, the Employee employee must make arrangements for continuation of health insurance coverage during the leave, if available. The cost of health insurance coverage attributable to the unpaid period of the leave of absence shall, at the option discretion of the Employer employer be paid by the Employee employee or reimbursed by the Employee employee to the Employeremployer.

(H)

(I)

(J) **Benefit Time:** The amount of benefit hours which the Employee employee would otherwise have earned during any period of service during which any portion of a leave of absence occurs shall not accrue benefit time in (according accordance withto Section 6.1) shall be reduced by the number of hours resulting when the number of benefit hours is multiplied by the fraction whose numerator is the number of days of leave of absence taken during such year (other than days of leave of absence for which compensatory time is substituted), and whose denominator is 365 while on an unpaid leave of absence. For purposes of determining the number of benefit hours to be earned in subsequent years of service, the number of full years worked by the Employee employee shall be otherwise unaffected by the taking of a leave of absence.

(K)

(L)

(M) **Holidays and Funerals:** Holidays and funerals which occur on or between the first and the last unpaid days of a leave of absence shall be unpaid.

VI. EMPLOYEE BENEFITS

The benefits set forward in this chapter apply to all regular, full time, non-represented employees of the city. Represented employees should refer to their current Collective Bargaining Agreement for an explanation of their benefits. Part time employees should contact the City Comptroller for an explanation of potential benefits.

6.1 PAID TIME OFF

Paid Time Off (PTO) is an all-inclusive “paid time off” accrued leave program that will provide individual flexibility in schedules and income protection for “no fault” time away from work, including illness-related absences. Another portion of the PTO program is the Medical Leave Bank, which may only be used for the Employee’s extended illness, injury, disability, or hospitalization.

The PTO program is intended to assist the City in managing staffing needs in order to meet the operational needs of the City. Whenever the provisions of this policy are in conflict with federal or state laws or regulations, the provisions of the laws or regulations shall prevail.

PTOThe program is intended to be used for a variety of traditional and non-traditional types of time away from work, including vacation, personal illness, personal business, doctor appointments, family time, and personal voluntary community service and other personal business; however, an Employee does not have to designate the reasons for the scheduled absences being requested.

- (A) **ELIGIBILITY:** Full- time and eligible eligible, regular part- time employees, hired after the approval date of this benefit program January 7, 2014 must participate in this program³. Participation in this program is in lieu of eligibility for participation in “Vacation,” “Personal Days,” and “Sick Leave” benefit programs.
1. **Part time employee:** Regular part time employees with a Full Time Equivalent (FTE) status of 0.577 or more (1,200 hours or more per year) are eligible for this benefit on a pro-rated basis correlated to their FTE status. To calculate the accrual rate, multiply the “Annual PTO Eligibility” [Section 6.1(B)] by the employee’s FTE status. This will provide the pro-rated, annual benefit.
 2. **Waiting Period:** During the first sixty days of employment, an eligible employee shall accrue PTO, but shall not be eligible to use it or receive reimbursement for accrued PTO upon separation from employment within the first sixty days of hire.
- (B) **PTO ACCRUAL SCHEDULE.** PTO shall be accrued and allocated on a bi-weekly basis in accordance with each pay period. The amount of accrued PTO increases with years of service in accordance with as the following schedule:

CREDITED YEARS OF SERVICE	BI-WEEKLY ESTIMATE*	ANNUAL PTO ELIGIBILITY	MAXIMUM ACCRUAL LIMIT**
< 1 YEAR	3.0770769	80 HRS / YR (10 DAYS)	---
1 YEARS	4.6154	120 HRS / YR (15 DAYS)	160 HRS (20 DAYS)
2 - 7 YEARS	6.1541538	160 HRS / YR (20 DAYS)	200 HRS (25 DAYS)
8 - 14 YEARS	7.6923	200 HRS / YR (25 DAYS)	240 HRS (30 DAYS)
15 - 19 YEARS	9.2312308	240 HRS / YR (30 DAYS)	280 HRS (35 DAYS)
20 – 20+ YEARS	10.7692	280 HRS / YR (35 DAYS)	320 HRS (40 DAYS)

* Estimated for illustrative purposes only (based upon 26 pay periods) – bi-weekly hours may adjust during a year where anniversary date of employee recognizes an additional pay period in calendar year.** During the

³ All regular full-time or eligible part-time employees hired prior to the approval of this benefit must convert to PTO as of April 1, 2014 in lieu of Vacation and Sick Leave benefit programs.

first year of PTO for an employee group, the maximum accrual limit will be effective as of December 31 of the first year.

(C) **ACCUMULATION.** New employees will begin to accrue PTO upon hire. Employees working less than a full schedule during their first pay period will have their accrual pro-rated based upon the percentage of the pay period they work.

1. **Maximum Accrual:** PTO accrual is capped at the level established under the “Maximum Accrual Limit” [Section 6.1(B)]. If the cap is exceeded in any bi-weekly period, the excess PTO hours will be transferred into the employee’s Medical Leave Bank.
2. **Additional Years of Service:** Upon recommendation of the City city Administrator administrator and approval of the Common Council, newly hired employees may be credited with “additional years of service” placing them at a higher accrual rate on the “PTO Accrual Schedule” [Section 6.1 (B)] than the beginning rate for new employees.
3. **Rate Adjustments:** Adjustments to the bi-weekly PTO accrual rate based upon “Credited Years of Service” shall become effective at the beginning of the pay period in which the anniversary date occurs for the qualified employee.
4. **Separation of Employment:** If an employee leaves employment with the City mid-pay period, the amount of PTO for that pay period will be pro-rated based upon the percentage of the pay period actually worked.
5. **Leave of Absence:** An employee will continue to accrue PTO during a leave of absence so long as the leave is taken with pay. An employee under an unpaid leave status shall not accrue PTO.

(D)

(E) **REQUESTS FOR AND USAGE OF PTO.** PTO is a benefit to be used by every full-time and eligible part-time employee. The scheduling of time off; however, is dependent upon the judgment and discretion of the employee’s Department Headsupervisor or their designee.

1. **Minimum Increment Usage - Daily:** PTO may be requested in any amount(s) deemed necessary by the employee to round out their regular, daily work schedule when time off is needed for vacation, illness, appointments, or other qualified leave requests.
2. **Minimum Increment Usage - Annual:** Employees credited with eight or more years of service shall take at least one block of forty consecutive hours (exclusive of holidays) annually.
3. **Payment:** All PTO requests will be paid at the employee’s regular rate of pay. If an employee’s accrued PTO days have been exhausted, additional time off [(if granted and allowed by the Family Medical Leave Act (FMLA))] will be unpaid.
4. **Negative Balances:** Negative balances are not permitted. Any employee who has exhausted their PTO bank and is NOT eligible under FMLA for additional leave may be subject to disciplinary action up to and including termination for further absences.
5. **Unscheduled Leave:** An unscheduled leave is defined as time off that was not approved in advance by the supervisor. When unscheduled leave is necessary, employees shall utilize their respective notification process to inform their supervisor prior to their scheduled reporting time. When possible the employee should include their anticipated date of return when reporting their absence.
6. **Medical Certificate:** The City employer may require a medical certificate for any unscheduled absence whenever: (a) the leave is greater than three days; or (b) within the reasonable discretion of the employer the employee has abused the “Unscheduled Leave” provision. In these instances, the supervisor will make every reasonable effort to provide the employee with advance notice that a certificate will be required. Medical certificates required for absences less than three days may be reimbursed by the employer.

(F) **REIMBURSEMENT OF ACCUMULATED PTO LEAVE.** Upon retirement or resignation in good standing from City service, employees who have worked at least sixty days shall be paid for all accrued but unused PTO leave (excluding Medical Leave and Extraordinary Leave⁴Bank banked Leave hours).

⁴ Extraordinary Leave hours are reimbursable following different guidelines as identified in Section 6.1(H)3

Employees may not utilize planned PTO to extend a
it apply towards the notice period which is intende
without a minimum of two weeks' notice shall forfe

- (G) **MEDICAL LEAVE BANK.** The other main portion of the PTO program for employees is the Medical Leave Bank. The purpose of the Bank Leave is to address the long term medical needs for an Employee's employee's personal illness or the personal illness of an eligible family member. The Medical Leave Bank bank may be used under the following conditions:
1. **Accumulation:** Employees may accumulate up to a maximum of 480 hours in their Medical Leave Bank. Once an Employee's employee's Bank bank reaches the maximum hours, no more hours will be credited to the Employee's employee's Bank bank until the accumulated hours fall below the hour maximum.
 2. **Conversion:** Employees (hired prior to April 1, 2014) are eligible to convert any or all accumulated sick leave hours up to the maximum into the Medical Leave Bank.
 3. **Reimbursement:** Upon an Employee's employee's separation from employment, the Medical Leave Bank bank is not payable.
 4. **Usage:** The medical needs must be for qualifying events as described in the Family and Medical Leave Act policy for personal or family medically related reasons (i.e. illness, injury, medical emergency or military exigencies for the Employee employee or family members) and consequently, the Employee employee must provide the City employer with an approved FMLA application.
 - (a) The Medical Leave Bank bank account may be accessed for an Employee's employee's non-intermittent FMLA after the appropriate certifications have been received and approved by the Office of the City city Administrator administrator or their designee.
 - (b) Using the Medical Leave Bank bank for intermittent leave may be allowed upon approval by the City city Administrator administrator or their designee under certain circumstances such as prolonged therapies necessitating multiple appointments, travel requirements or symptomatic absences due to treatments.
 - (c) The Medical Leave Bank bank account may be used for the three day waiting period to cover time loss in the event of a Worker's Compensation time loss.
 5. **Verification:** The employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of medical leave may result in loss of pay for the duration of the absence and may be considered grounds for disciplinary action.
- (H) **INCREASING MEDICAL LEAVE BANK ACCOUNT HOURS.** After completing six months, an Employee employee may build hours in their account by rolling hours from their PTO account into their Medical Leave Bank bank account. There are two ways in which to accomplish this:
1. **PTO Rollover:** To the extent that the PTO balance exceeds the Accrual Maximum, those hours will be transferred to the Medical Leave Bank bank account.
 2. **Employee Election:** Each year during the period from December 1 through December 15, employees may elect to transfer hours from their PTO account into their Medical Leave Bank.
- (I) **EXTRAORDINARY LEAVE BANK.** The purpose of this Bank bank is to address the instances where an individual employee at the time of conversion to the PTO program may have an extraordinary amount of accumulated sick leave. The Extraordinary Leave Bank bank shall be used under the same conditions as the Medical Leave Bank, except:
1. **Accumulation:** Employees may not accumulate hours in their Extraordinary Leave Bank. The Bank bank is created only at the time of conversion to the Paid Time Off program for employees who have accrued sick leave.
 2. **Conversion:** Employees (hired prior to April 1, 2014) are eligible to convert any or all of their accumulated "Sick Leave" hours into the Extraordinary Leave Bank bank at a rate of hour for hour. Employees electing not to convert the balance of their "Sick Leave" hours to the Medical Leave or Extraordinary Leave bank(s), shall have these hours paid out toward future health insurance and medical costs upon the conversion date. The percentage of payout of these

hours will be fifty percent, based upon the conversion.

3. **Reimbursement:** Upon an employee's death or retirement from City employment, the Extraordinary Leave Bank will be paid out at fifty percent of the remaining hours, based upon the employee's hourly rate at the time of conversion. . Employee's leaving the City employer for any other reason forfeit the remaining balance in the Extraordinary Leave bank.

6.2 HOLIDAYS

Non-represented full time employees will be paid up to eight hours (8.25 for Public Safety Employees) at the Employee's regular rate of pay for the hours (exclusive of overtime) scheduled to be worked during the weekday on which the holiday is observed, whether or not the holiday is worked. Public Safety Employees who are scheduled to work on a recognized holiday may be paid or accumulate the hours in their "Holiday Time Bank" at their option. Hours actually worked for Non-Public Safety Employees on such a weekday may be paid or accumulated as compensatory time (subject to the limitations on compensatory time outlined in Section 5.3), at the Employee's option. In the event the holiday falls on a day taken as benefit time, then the holiday will not be charged against the PTO leave bank.

- (A) **Holiday Time Bank.** Public Safety Employees are typically required to work a scheduled holiday. As a result the "Holiday Time Bank" exists to allow these employees to "reserve their holiday" for a later date by banking the hours at their regular rate of pay rather than taking them as pay at the time of accumulation. Public Safety Employees may accumulate Holiday Time credit of not more than 24.75 hours. Employees shall be paid for Holiday Time in excess of this limit.
- (B)
- (C) **Recognized Holidays:** The following holidays are recognized for pay:
 1. **All Employees:** New Year's Day, Good Friday, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day.
 2. **Sworn officers and dispatch ADD:** Easter Day.
 3. **Employees other than sworn officers and dispatch ADD:** Friday following Thanksgiving Day.

Observed Holidays: (½ day) Christmas Eve,

- (D) With the exception of Public Safety Employees who observe holidays on the actual date of occurrence; if a holiday falls on a Sunday, the following Monday shall be observed as the holiday and if a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. In the instances where Christmas Day and New Year's Day falls on a Saturday, the preceding Thursday shall be observed as the Christmas Eve and New Year's Eve holidays. When Christmas Day and New Year's Day falls on a Sunday or Monday, the preceding Friday shall be observed as the Christmas Eve and New Year's Eve holidays.
- (E) **Compressed Work Schedules:** In the instances where Employees are working a compressed schedule (e.g. four – ten hour days) and the holiday falls on a "regular" workday outside of the compressed schedule the closest adjacent workday for the employee will be observed as the holiday. Employees working a compressed schedule may use available benefit time to make up the difference in scheduled hours or take it as unpaid, at their discretion.

6.3 FUNERAL BEREAVEMENT LEAVE

When a death occurs in his/her immediate family which affects (a) full-time employees in classified or, (b) regular, part-time employees hired prior to January 1, 2014 positions shall receive paid funeral bereavement leave benefits which occur are available after their first full day on the job. All other types of employees of any

other classification shall be eligible to take unpaid leave outlined below. Additional time may be granted by using leave time or time off without pay. leave shall be paid to any Employee employee while they without the express permission of the City city Administrator:

- (A) **IMMEDIATE FAMILY Three Day Leave:** In the event of a death in of an Employee's employee's spouse, parent, mother-in-law, father-in-law, brother, sister, child, step-child, or legal guardian immediate family, an Employee employee is eligible for bereavement leave for up to three working days without loss of pay to attend the funeral and to attend to matters of the estate.
Immediate family is defined as the Employee's spouse, child/step- child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, legal guardian, grandparents, and grandchildren.
- (B)
- (C) **EXTENDED FAMILY One Day Leave:** In the event of the death of an Employee's employee's aunt, uncle, niece, nephew, grandparents, grandchildren, or those of his their spouse; spouse grandparents, son-in-law, daughter-in-law, brother-in-law, and sister-in-law, the Employee employee shall be given one day paid bereavement leave to attend the funeral.
- (D)
- (E)
- (F) **ATTENDANCE, Other THAN FAMILY:** Employees wishing to attend the funeral of a friend anyone other than a member of their family shall use paid leave paid time off or time off without pay.

6.4 JURY DUTY

Any full time employee selected to perform jury duty will continue to receive pay at the Employee's employee's regular hourly rate of pay (exempt employees will not be deducted wages) for all hours away from work due to jury service. Any compensation (other than mileage) which an Employee employee receives from the court system for jury service shall be reimbursed to the Employer employer. When serving on jury duty, the Employee will contact their supervisor upon release from jury duty to determine if they are to report to work for the remainder of the day. Employees are to shall present jury duty hours and pay voucher or other payroll document for the calculation of pay during this time.

Exempt employees will not be deducted wages for jury duty in a week in which the Employee performs any work. However, in instances where juries are served for extended periods of time, exempt employees will not be paid for workweeks in which they perform no work.

6.5 MILITARY LEAVE

Employees who are members of the National Guard or any of the recognized reserve components of the Armed Forces are entitled to military leave for the purpose of attending military course of instruction, annual training, or performing active duty for training.

Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Re-employment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage to the extent required by USERRA, and continuation of pension contributions for the Employee's period of service as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.

Additionally, Eemployees who are members of the National Guard or any of the recognized reserve components of the Armed Forces are entitled to military leave for the purpose of attending military course of instruction, annual training, or performing active duty for training.

6.6 HEALTH INSURANCE

Health care insurance of the type, to the extent and at a rate determined at the discretion of the Common Council will be paid for all full time employees working at least 2,008 hours. At the time of adoption revision, the City of Monroe employer is participating in the Wisconsin Public Employers Group Health Insurance Program under the Coinsurance HMO option. The rate for the Employer employer portion of health insurance at the time of adoption revision is eighty-eight five percent of the average premium cost of the qualified Tier I health plans for Green County for the coinsurance HMO option toward the premium of either a single or family health insurance plan for full time employees.

At the time of adoption revision, the rate for the Employer employer portion of the health insurance premium is fifty percent for employees working between 1,044 to 2,007 hours and twenty-five percent for employees working 1,043 hours or less.

- (A) **Payment In Lieu of Health Insurance:** On an annual basis the Common Council shall review and establish the Employer portion of health insurance. Any adjustments to the rate will be effective beginning in January of the succeeding year. Employees should refer to the City Comptroller for the Employer's current rate of coverage in years succeeding this agreement.
- (B) Eligibility and coverage shall be subject to the insurance policy contract, including participation in the Wisconsin Retirement System. Eligible employees shall receive this benefit within thirty days of hire or qualifying change of status related to health insurance. There shall be no additional benefit given to At the time of this revision qualifying newly hired employees denying health insurance coverage or current employees electing to void their coverage are eligible to receive a "Payment In Lieu of Health Insurance" (PILHI). The PILHI is equal to \$2,000.00 per calendar year payable in installments to eligible employees⁵ every paycheck. .
- (C) **Rate Adjustments:** On an annual basis the Common Council shall review and establish the PILHI amount as well as the percentage for the employer portion of health insurance. Health insurance contributions are collected a month in advance and any adjustments to the rate will be collected in December for payment in January of the succeeding year. Employees should refer to the comptroller for the employer's current rate of coverage in years succeeding this agreement.

6.7 LIFE INSURANCE

The Employer shall pay the premium cost foremployer provides a twenty thousand dollar\$20,000 group term life insurance policy for each full time employee. Regular part part-time employees may be eligible for similar, prorated life insurance benefits through the Cityemployer. Please contact the Comptroller's comptroller's office for an explanation of potential benefits. Upon termination separation of employment, the City of Monroeemployer shall pay the premium for the policy through the end of the month in which termination the separation occurs.

6.8 WISCONSIN RETIREMENT BENEFITS

The City if Monroe is a participant in the Wisconsin Retirement System (WRS). All benefits are provided to full-time and eligible part -time employees as per current regulations of the Wisconsin Retirement SystemWRS participate in the program. Each year a percentage of wages is established by the State of Wisconsin Department of Employee Trust Funds (WI-DETF) and withheld from the employee's paycheck. Additionally, the employer contributes an amount calculated as a percentage of the employee's wages - determined by the WI-DETF. Eligible employees shall receive this benefit upon hire; no introductory period is required.

⁵ An employee receiving health insurance benefits from the City via another employee is NOT eligible for this benefit.

6.9 OPTIONAL BENEFITS

Optional benefits must be applied for within thirty days after beginning employment with the City of Monroe or within thirty days of a qualifying change of family status. If you do not sign up within the thirty-day timeframe, you may be subject to additional costs and required to wait until the annual enrollment period, which takes place in November or December. The only current exception to this is the deferred compensation program(s), which is available for enrollment at any time.

Contact the Comptroller's office for information regarding enrollment of optional benefits. The following **OPTIONAL** benefits are **optional** and are available for purchase by employees at their expense through payroll deduction(s):

- (A) **AFLAC SUPPLEMENTAL INSURANCE.** This is a program offering additional insurance that you the Employee may purchase for cancer, personal accident, and hospitalization. Additional life insurance may also be purchased through this plan.
- (B) **CELL PHONES.** Cell phone service is available for purchase through the City of Monroe's contract with U.S. Cellular. For information regarding the cost and plan available contact the City Clerk's office.
- (C) **FLEXIBLE SPENDING PLAN ACCOUNT.** You may have a portion of your paycheck deducted and set aside to pay for certain qualifying medical, insurance out-of-pocket health and dependent care expenses. This is a pre-tax program money that you have deducted for this is not taxed, therefore saving you substantial money the equivalent of the taxed amount on the amount deducted. This plan is administered through Employee Benefits Cooperative.
- (D) **WISCONSIN DEFERRED COMPENSATION PLAN.** This is a deferred compensation program that allows the employee to defer a portion of their income to be paid out at a later date. The City offers the following plans you to save and invest for your retirement on a pre-tax basis through payroll deductions.:
 1. **ICMA RETIREMENT PLAN.** This is a deferred compensation program that allows you to save and invest for your retirement on a pre-tax basis through payroll deductions.
 2. **SECURITY BENEFIT PLAN**
 3. **WISCONSIN DEFERRED COMPENSATION PLAN.** This is a deferred compensation program that allows you to save and invest for your retirement on a pre-tax basis through payroll deductions.
- (E) **VISION INSURANCE and DENTAL INSURANCE.** Vision and Dental insurance plans are available for purchase through the Clerk's Comptroller's office at Employee expense.
- (F) **AFLAC SUPPLEMENTAL INSURANCE.** This is additional insurance that you may purchase for cancer, personal accident, and hospitalization. Additional life insurance may also be purchased through this plan.
- (G) **CELL PHONES.** Cell phone service is available for purchase through the City of Monroe's contract with U.S. Cellular. For information regarding the cost and plan available contact the City Clerk's office.

6.10 WORKERS COMPENSATION

All City employees are covered by the Worker's Compensation (WC) Act (WC) adopted by the State of Wisconsin in 1911. The WC Act covers those injuries sustained by employees on the job or on City property during the course of their workday. Generally, it does not include injuries received traveling to or from work or during lunch hours or any other deviation of work duty. No premium is charged for this coverage and no individual enrollment is required.

- (A) **Reporting an Injury:** An Employee who is injured on the job must strictly follow shall comply with the City's employer's accident reporting procedures⁶, including immediate notification to their supervisor that an accident has occurred. All legal requirements established by the State and Federal Governments must shall be followed.

⁶ Provided in Section 3.19 "Accidents" of this document.

- (B) **Employer Rights:** The City employer expressly reserves all rights it has pursuant to the WC Act. For more information on what is covered under workers' compensation WC and what is not, contact the City of Monroe Safety Director administrator or their designee.
- (C) **Release for Work Following Injury:** In all cases of serious injury requiring the services of a physician, it is the responsibility of the employee to obtain from the physician a release authorizing their return to work. The release shall indicate the date upon which the employee may return to work, . Any work restrictions, and the anticipated release to full status must be in writing. No employee shall be allowed to return to work without a properly signed release from a physician, which shall be given to the Safety Director city administrator or their designee.

6.11 TRAINING AND PROFESSIONAL DEVELOPMENT

Changes in job requirements, individual responsibilities or technological advances may warrant the City employer providing assistance to employees who need to either improve existing or develop new work related knowledge and skills. The following are examples of the assistance the employer provides for employee improvement:

- (A) **Conflict with Schedule:** If, as a condition of participation in programs for their continuing education and training, City employees must attend a program on days and during hours they are normally scheduled to work, they will be provided with necessary time off to attend and need not use vacation time or unpaid leaves of absence.
- (B) **Attendance at Conferences and Conventions:** Employees who belong to professional organizations that promote individual professional development on behalf of the City employer will be granted time off with pay to attend local and state meetings subject to approval by their supervisor and the City city Administrator administrator. Collective bargaining units that negotiate for City Employees employees are excluded from coverage under this policy section.
- (C) **Membership in Professional Organizations:** The City employer will reimburse the cost of annual dues or fees paid by an employee who is required by ordinance, or state or federal law to be a member of a professional organization or who must maintain a certification or license as a condition of employment. Examples of such certifications include, but are not limited to Commercial Driver's License (CDL), Notary, Cardiopulmonary Resuscitation (CPR), First Aid, Wastewater Operator License, Bonds, and/or other certifications or licenses applicable to employee's position as approved by the City city Administrator administrator.
- (D) **Self-Improvement:** Employees who participate in and complete programs of instruction on their own time and at their own expense are encouraged to notify their supervisor and the City city Administrator administrator so the information can be made a part of the employee's personnel file.

6.12 PAYMENT OF TRAVEL EXPENSES

Employees attending training or conferences mandated or approved by their supervisor or the city administrator may have training, lodging, meals and travel paid for by the City employer. This applies only to the person(s) receiving the training. Any training that requires the employee to be away from work for more than two days shall be approved by the city administrator in addition to their supervisor. For additional information regarding the City of Monroe employer's reimbursement of travel expenses please reference the **Travel Policy** located in the office of the city clerk or the "Company Information" section of the Employee Self Service page on the iSolved HCM site.

Draft Version For Discussion

VII. GRIEVANCE AND DISCIPLINE POLICIES

The policies outlined in this Manual reflect the City of Monroe employer's general philosophy about disciplinary matters regarding non-represented employees of the city. (Represented employees should refer to their current Collective Bargaining Agreement for a description of discipline and discharge policies). Each situation involving potential discipline or discharge presents its own unique circumstances and considerations; therefore, common sense dictates that such situations be reviewed and decided based upon facts and contexts peculiar to the case at hand.

A complete written account of the circumstances and all subsequent actions will be placed in the employee's permanent employment file. The written account will include details of both the problem and the steps needed and taken to correct it.

7.1 DISCIPLINE

Discipline may result when an Employee's actions do not conform with generally accepted standards of good behavior, when an Employee violates a policy or rule, when an Employee's performance is not acceptable, or when the Employee's conduct is detrimental to the interests of the City employer. Disciplinary action may call for any of four steps – verbal warning, written warning, suspension (with or without pay) or termination of employment – depending on the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed. Certain types of Employee problems are serious enough to justify either a suspension or termination of employment without going through progressive discipline steps. The City employer reserves the right, in its sole discretion, to impose disciplinary action as may be appropriate to the particular circumstances.

7.2 GRIEVANCE PROCEDURE DEFINED

It is the goal of the Employer to provide Employees with an easily accessible procedure for expressing dissatisfaction, and to foster sound Employee/supervisor relations through communication and reconciliation of work related problems. This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline and termination. This policy applies to all Employees covered under Section 66.0509, Wis. Stats., other than police and fire Employees subject to Section 62.13(5), Wis. Stats. An Employee may appeal any level of discipline under this grievance procedure. For purposes of this policy, the following definitions apply:

(A) "Employee discipline": includes all levels of progressive discipline, but shall not include the following items:

1. Placing an Employee on paid administrative leave pending an internal investigation;
2. Counselings, meetings or other pre-disciplinary action;
3. Actions taken to address work performance, including use of a performance improvement plan or job targets;
4. Demotion, transfer or change in job assignment; or
5. Other personnel actions taken by the Employer that are not a form of progressive discipline.

(B) "Employee termination": shall include action taken by the Employer to terminate an individual's employment for misconduct or performance reasons, but shall not include the following personnel actions:

1. Voluntary quit;
2. Layoff or failure to be recalled from layoff at the expiration of the recall period;
3. Retirement;
4. Job abandonment, "no-call, no-show", or other failure to report to work; or
5. Termination of employment due to medical condition, lack of qualification or license, or other inability to perform job duties.

- (C) **"Workplace safety"**: is defined as conditions of employment affecting an Employee's employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

7.3 GRIEVANCE PROCESS

- (A) **Grievance Requirements:** Employees should first discuss issues or resolve questions with their immediate supervisor before considering a grievance. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems, or misunderstandings that have arisen prior to the employee filing a grievance. Any written ALL grievances shall be made in writing and timely filed under this policy. In order for a grievance to be considered, it must contain the following information:
1. The name and position of the Employee employee filing it,
 2. A statement of the issue involved,
 3. A statement of the relief sought,
 4. A detailed explanation of the facts supporting the grievance;
 5. The date(s) the event(s) giving rise to the grievance took place,
 6. The identity of the policy, procedure or rule that is being challenged;
 7. The steps the Employee employee has taken to review the matter, either orally or in writing, with the Employee's their supervisor; and
 8. The Employee's employee's signature and the date.

Steps of the Grievance Procedure

Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and Employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance.

- (B) **Grievance Review:** An Eemployee may not file a grievance outside of the time limits set forth abovebelow. If the Eemployee fails to meet the deadlines set forth abovebelow, the grievance will be considered resolved. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. An Eemployee must process his/her grievance outside of normal work hours, unless the Employee elects to or use acceptable accrued paidleave time (vacation, comp timePTO, etc.) in order to be paid for time spent drafting and processing his/hertheir grievance through the various steps of the grievance procedure.
1. **Step 1 – Written Grievance Filed with the Department HeadDirector:** The Employee employee must prepare and file a written grievance with the Department Headdirector within five (5) business days of when the Employee employee knows, or should have known, of the events giving rise to the grievance. The Department Headdirector or his/hertheir designee will investigate the facts giving rise to the grievance and inform the Employee employee of his/her decision, if practicable within ten (10) business days of receipt of the grievance. In the event the grievance involves the Department Headdirector, the Employee employee may initially file the grievance with the cCity Aadministrator, who shall conduct the Step 1 investigation. The failure of the City employer to provide a response within the period provided above shall not be deemed to be a default or waiver of the City's employer's ability to respond to the grievance.
 2. **Step 2 – Review by City Administrator:** If the grievance is not settled at Step 1, the Employee employee may appeal the grievance to the City city Administrator administrator within five (5) business days of the receipt of the decision of the department headdirector at Step 1. The City city Administrator administrator or his/hertheir designee will review the matter and inform the Employee employee of his/hertheir decision, if practicable within ten (10) business days of receipt of the grievance. The failure of the City employer to provide a response within the period provided above shall not be deemed to be a default or waiver of the City's employer's ability to respond to the grievance.
 3. **Step 3 – Impartial Hearing Officer.:** If the grievance is not settled at Step 2, the Employee employee may request in writing, within five (5) business days following receipt of the City city Administrator's administrator's decision, a request for written review by an impartial hearing

officer. The City employer shall select the hearing officer. The hearing officer shall not be a City of Monroe Employeeemployee. In cases, the grievant shall have the burden of proof to support the grievance. The impartial hearing officer will determine whether the process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine a hearing is necessary, or whether the case may be decided based on a submission of documents. The impartial hearing officer shall prepare a written decision.

4. **Step 4 – Review by the Governing Body:** If the grievance is not resolved after Step 3, the Employee employee or the City city Administrator administrator shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the City Common Council. The City Common Council shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The matter will be scheduled for the City Common Council's next regular meeting. The City Common Council will inform the Employee employee of its findings and decision in writing within ten (10) business days of the City Common Council meeting. The City Common Council shall decide the matter by majority vote and this decision shall be final and binding.
5. An Employee may not file a grievance outside of the time limits set forth above. If the Employee fails to meet the deadlines set forth above, the grievance will be considered resolved. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. An Employee must process his/her grievance outside of normal work hours, unless the Employee elects to use accrued paid time (vacation, comp time etc.) in order to be paid for time spent processing his/her grievance through the various steps of the grievance procedure.
- 6.