

**CITY OF WEST ALLIS  
RESOLUTION R-2022-0373**

**RESOLUTION TO AMEND POLICY NO. 1410 RELATING TO TIME OFF  
ALLOCATION ACCRUAL AND NEGATIVE BALANCES.**

**WHEREAS,** It is necessary to amend Policy No. 1410 to clarify provisions relating to permitting the accrual of time off allocations when on unpaid leave under FMLA;

**WHEREAS,** It is necessary to further amend Policy No. 1410 to establish that department head approval is first required whenever borrowing any time off allocation before it is earned, and to clarify provisions relating to repayment at the time of separation of employment of any time off borrowed;

**NOW THEREFORE,** Be it ordained by the Common Council of the City of West Allis, in the State of Wisconsin, as follows: Policy No. 1410, Total Benefit Package, is adopted as presented.

**SECTION 1:            AMENDMENT** “1410 Total Benefit Package (TBP)” of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

**AMENDMENT**

1410 Total Benefit Package (TBP)

1. PURPOSE

To describe the policies and procedures of the City of West Allis in regard to the Total Benefit Package (TBP) for employees.

2. ORGANIZATIONS AND PERSONS AFFECTED

This policy applies to all City of West Allis departments, boards, commissions, non-represented regularly appointed employees and part-time appointed employees holding a minimum of a 0.5 full-time equivalent (FTE) budgeted position (except rehired City of West Allis retirees who are not eligible to participate in the City’s active employee health and dental insurance programs), and Elected Officials.

3. ELIGIBILITY/EFFECTIVE DATE

- a. New Employees hired on and after November 1, 2018.
- b. Existing Employees who have selected the TBP; effective date January 1, 2019.
- c. Elected Officials – Terms of elective office which commence in 2019/2020.
- d. Members of the Police and Fire Department who change from sworn represented to sworn non-represented positions (selection of the TBP must take place within 30 days of appointment to non-represented position and will be effective on the date of the employee’s appointment to the position).

4. POLICY

It is the policy of the City to provide benefits for its regularly appointed active employees holding a minimum of a 0.5 FTE budgeted position.

## 5. REFERENCES

- a. Uniformed Services Employment and
- b. Reemployment Rights Act (USERRA)
- c. Wis. Stats. Sections 321.63, 321.64, and 321.65.
- d. City of West Allis Revised Municipal Code
  - i. Section 2.76, 4.10 and 5.126
- e. City of West Allis Policies and Procedures
  - i. #1205 - Payroll and Time Records
  - ii. #1412 - Holidays
  - iii. #1413 - Health and Dental Insurance – Legacy Plan
  - iv. #1448 - Family and Medical Leave Act
  - v. #1466 - Donation of Time
  - vi. #1469 - Voluntary Time Off
  - vii. #1472 - HIPAA Privacy Rules
  - viii. #1483 - Voluntary Benefit Programs

## 6. GOALS OF THE TOTAL BENEFIT PACKAGE (TBP)

- a. Achieve a competitive Advantage in Recruiting and Retention
- b. Reduce the City's OPEB Liability
- c. Mitigate health care cost increases to contribute to the long term financial sustainability for the City's taxpayers
- d. Meet needs of a diverse workforce
- e. Reward desired behavior (accountability) with extra time off (more equitable to those that come to work every day)
- f. Does not challenge employees' integrity
- g. Reduce Sick Leave Abuse
- h. Ease of Administration
  - i. Employer Scheduling/Predictability (reduce unscheduled absences)
  - j. Employee Flexibility and Privacy
- k. Elimination of awkward City accrual system for time off (on books before earned/pay back if not fully earned/end of employment payout calculations)
  - l. Employees more engaged at work since they can take off when needed for personal reasons

## 7. RESPONSIBILITIES

- a. Mayor and Common Council.
  - i. Ensure funding within the City's limited resources and state-imposed expenditure requirements.
- b. City Administrator, Human Resources and Finance Departments.
  - i. Ensure that the policy is administered consistent with other City policies, procedures, and applicable laws and guidelines.
  - ii. Request appropriate funding.
  - iii. Regularly make recommendations for changes and updates consistent with the goals of the TBP and the criteria for Employee Benefit

- Committee activities.
- iv. Communicate package details with employees and retirees as needed and if applicable.
- c. Executive (Department Head), Deputy, Managerial and Supervisory employees.
  - i. Adhere to the guidelines provided in policy and procedure.
  - ii. Provide feedback and recommendations for changes which may enhance the overall efficiency and effectiveness of the TBP and accomplishment of the TBP goals.
  - iii. Provide oversight and accountability for employees and their use of benefits provided to maintain service delivery and continuity of services at required and expected levels.
  - iv. Make prudent decisions regarding exceptions to advance notice requirement.
- d. Employees.
  - i. Provide timely notification regarding use of benefits provided in this TBP as required.
  - ii. Exercise careful, judicious, and responsible use of benefits which does not adversely impact the City's obligation to maintain service delivery and continuity of services at required and expected levels.
  - iii. Request all types of time off at least 48 hours in advance whenever possible. Exceptions to advance notice may be made occasionally in the event service delivery and continuity of services is not affected and in the case of illness or emergency.

## 8. PROCEDURES

### a. Time Off.

#### i. Time Off Bank (TOB).

- (1) The City of West Allis offers a time off package which requires employees to carefully, judiciously, and responsibly plan their time away from work and maximize the time spent at work.
- (2) TOB may be used for vacation, personal time, illness, health care appointments, or time off to care for others.
- (3) The use of time off, including any and all increments, is approved at the sole discretion of the Department Head.
- (4) Time off must be scheduled and approved by the Department Head or designee, in advance, except in the case of illness or emergency.
- (5) Time Off shall be taken in increments consistent with Policy #1205 – Payroll & Time Records.
- (6) The TOB does not include scheduled holidays; holidays are administered through Policy #1412 - Holidays.
- (7) Elected Officials do not have a TOB.
- (8) Time off is allocated to employees in paid status based on years of service (exceptions only in the case of employment

contract, hiring agreement, employee recognition program, performance management system, and lateral benefit considerations), based on the following schedules for regular full-time equivalent (1.0 FTE) employees:

Years of Service	Hours Per Month/Max Days per Year	TOB Max
Less than 5 years	16.67 hours/25 days	200 hours/25 days
5-10 years	20.00 hours/30 days	240 hours/30 days
10-25 years	23.33 hours/35 days	280 hours/35 days
25 years and over	26.67 hours/40 days	320 hours/40 days

Those employees holding a budgeted position of less than full-time shall have their time off hours prorated according to actual FTE.

- (9) Time off used in any calendar year shall not exceed the maximum hours allocated plus any hours awarded as part of a monthly recognition, a performance management program, or an attendance incentive.
- (10) Time off shall not be used to extend employment. (See section 8(a)(xii) for exceptions for employees who convert to the TBP.)
- (11) Time off is earned monthly and will be posted to an employee's TOB the first pay period following the end of the month in which the time off was earned.
- (12) Employees must be in ~~paid status (utilizing their TOB, bereavement leave, compensatory time, holiday, extended sick leave, or a combination of such) for the entire month to receive the time off allocation.~~ a paid status for the entire month to receive the time off allocation. "Paid status" in this paragraph includes use of the TOB or compensatory time off; holiday, bereavement or extended sick leave; unpaid FMLA leave; or any combination thereof.
- (13) Upon voluntary separation from employment, for which proper notice has been given, (14 days of notice for all employees, ~~except as follows~~ -- 30 days for employees in deputy, managerial or supervisory positions; and 60 days for

department heads, or as outlined in employment agreements) or in the case of an employee's death, the unused TOB balance up to the employee's current TOB maximum will be paid out.

(14) In the case of involuntary separation, employees will not be paid out for the unused TOB balance.

- ii. Extended Sick Leave Bank (ESLB). An ESLB will be available for all employees with the opportunity to reach a balance of up to 720 hours. Use of time in the ESLB shall be limited to FMLA eligible events for the employee and their family members subject to the provisions of FMLA regulations in 8(c)(ix). Employees may choose to convert up to 200 hours annually from their TOB into the ESLB subject to the established guidelines.
- iii. Negative Balance in the TOB. ~~F~~Full-time employees may, upon approval of the department head, use borrow up to 40 hours of time off ~~in advance of earning Time Off and it's~~ before it is earned and credited to the TOB. Upon ~~termination~~ separation of employment, any negative balance will be deducted from the final paycheck or billed to the employee if sufficient funds are not available on the final paycheck. Employees with ~~a~~ budgeted positions of less than full-time may use borrow hours prorated according to their FTE.
- iv. Lateral Service Credit.
  - (1) New employees (or existing employees who convert to the TBP) with experience relevant to their position with the City may be placed in a higher level 'years of service bank' that recognizes their previous relevant experience on a 2 for 1 basis with a 20 year maximum recognition (10 year "bump").
  - (2) Decisions regarding relevant experience and the lateral service credit will be made by the Department Head, the Human Resources Director, and the City Administrator.
  - (3) Employees awarded this credit will remain in this higher level until they work the requisite number of years to earn additional credit as outlined in the tables above, per their actual years of service with the City of West Allis.
  - (4) If a vacation adjustment had previously been awarded for relevant experience during an employee's tenure with the City of West Allis, and is more beneficial to the employee, he/she shall be afforded the additional time off awarded to him/her until the years of service with the City of West Allis matches the credit. At such time, time off will then be awarded consistent with the table above.
- v. Advanced Notice Required/Attendance Incentive. At least 48 hours' notice/request is required for employees to use time off except in the case of illness, injury or emergency. Employees who have two (2) or less unplanned events in a calendar year will receive additional hours

of time off (eight (8) hours for full-time employees and prorated based on FTE for part-time employees). This additional time off is available for use in the calendar year following the year it was earned.

Employees who have multiple unplanned events per calendar year may be subject to discipline.

- vi. Holidays. Holidays will be awarded consistent with Policy #1412 – Holidays, with the exception of random holidays which shall not be awarded to employees who are part of the TBP as these hours are already included in their TOB.
- vii. Bereavement Leave. Paid Bereavement leave is provided for employees who are in paid status consistent with the following – Up to 10 days off for the death of a legally recognized spouse, child (adult or minor); Up to 5 days for the death of a brother, sister, mother, father; includes step and in law relationships for all listed relatives. Time off must be taken within six (6) months from date of death and documentation must be provided consistent with established guidelines.
- viii. Jury Duty.
  - (1) Leave of absence for jury duty will be granted to City employees.
  - (2) An employee who receives notice of jury duty must notify his or her supervisor as soon as possible so that any necessary workplace arrangements may be made.
  - (3) An eligible employee will receive his or her regular, straight time wage for serving on jury duty provided that payment received for jury duty, less any travel allowance, is turned in to the City Treasurer's Office.
  - (4) An employee who works second or third shift and who serves a full day of jury duty shall not report for work either the night before jury duty or the night after jury duty (one or the other); said time to be determined in advance by the employee's supervisor.
  - (5) An employee on jury duty shall work his or her scheduled hours when not required to physically report for jury duty, when not assigned to a case, when the jury is not convened, etc.
  - (6) An employee shall notify his or her supervisor when he or she is released early from jury duty and the supervisor will determine whether the employee should report to work for the remainder of his or her shift, or, in the case of a second or third shift employee, for his or her entire next shift. If a second or third shift employee is able to work his or her normal shift (i.e. does not miss work because of jury duty), he or she shall keep the partial day of jury pay.

- (7) No overtime hours shall be incurred as a result of an employee's jury duty service. Hours served on jury duty shall not count as hours worked for the City for overtime pay purposes (e.g. if an employee serves eight hours on jury duty and then works for the City later in the day on an emergency callback, the employee may receive any applicable premium pay for the callback but shall otherwise be paid at straight time for those hours worked).

ix. Voluntary Unpaid Time Off.

- (1) An employee requesting voluntary time off shall make the request per established guidelines.
- (2) The form shall be submitted to the employee's Department Head or designee for review.
- (3) If approved by the Department Head or designee, the form will be submitted to the Human Resources Director, and Finance Director for review.
- (4) If denied, the Department Head or designee shall advise the employee in person and by providing the original form listing the basis for denial. A copy of the form shall be submitted to Human Resources Department for inclusion in the employee's personnel file.
- (5) All leave in an employee's TOB must be exhausted in order for the employee to qualify for Voluntary Unpaid Time Off.
- (6) The maximum number of hours of voluntary time off an individual may request is forty (40) hours (one week) per calendar year. Part-time employees will have voluntary time off prorated based on FTE (full time equivalent); for example, a 0.5 FTE may receive up to twenty (20) hours per calendar year.
- (7) Any changes to approved voluntary time off must be resubmitted under these same procedures.
- (8) Voluntary time off shall be recorded on time records by using the abbreviation "VT".
- (9) The Human Resources Department will prepare reports summarizing the voluntary time off usage when requested.
- (10) In granting such voluntary time off, no overtime work shall be allowed to result for any other employee.
- (11) Voluntary time off shall in no way be considered an entitlement, related to any contract, rule, policy or procedure.
- (12) Voluntary time off may be cancelled by the Department Head.

x. Armed Services Training and Military Leave.

- (1) General Policies.
  - (A) Employees of the City, who are now or hereafter become members of a uniformed service, shall be

granted leaves of absence during any period of active or inactive training or duty in such service.

- (B) Employees, except temporary employees as defined in the Reinstatement Section below, taking leave for military service have a right to be reemployed upon their return provided the employees:
  - (a) Give the City advance written or verbal notice of their service and submit appropriate documentation, unless giving such notice is impossible, unreasonable, or precluded by military necessity;
  - (b) Have five years or less of cumulative service in the uniformed services while with the City. Note: service during a declared national emergency and annual training in the Guard or Reserves is not counted toward the five-year cap;
  - (c) Return to work or apply for reemployment in a timely manner after conclusion of service; and,
  - (d) Have not been separated from service with a disqualifying discharge or under other than honorable conditions.
  
- (C) Except as set forth in Reserve or National Guard Section below, employees shall not be entitled to any wages while absent for military service. For a period of up to forty-five (45) consecutive days said employees shall be entitled to all other benefits of City employment. Employees on military leave may, but cannot be required to, use their TOB. [Employees are entitled to the rights and benefits that the City provides to other employees who are on leave of absence with similar seniority, status and pay.] Should an employee opt not to use previously accrued paid leave, the time off shall be documented as unpaid Military Leave (coded as "VM" for City timekeeping purposes).
  
- (D) Health Insurance. Employees called up to active military service beyond the forty-five (45) days referenced in 8(a)(x)(B)(c), directly above, shall be provided health insurance coverage in accordance with the provisions this policy.
  
- (E) Pension Benefits. For Wisconsin Retirement System (WRS) purposes, an employee leaving their job to



perform military service is placed on unpaid military leave of absence. Neither the City nor the employee is required to make WRS contributions during the employee's military leave of absence. The City will make applicable employer-required contributions upon the employee's return from active military duty and reemployment with the City. Once an employee who is responsible for making the WRS employee-required contributions is no longer on active military duty and is reemployed with the City, the employee may choose whether they will make up none, some or all of the missed WRS employee required contributions. Any "make up" contributions shall be made beginning with the date of reemployment and ending on the earlier of: (1) three times the period of military service, or; (2) five years. The City shall make employer-required contributions to match the contributions made by the employee. The City will also fund any additional obligations, including interest that would have accrued on the employee- and employer-required contributions, once those contributions are made. Once the employee returns to work with the City, the City will submit the USERRA Certification form (ET-4560) with a copy of the employee's DD-214 or, if the employee did not receive a DD-214, based on the employee's length of military service, submit the employee's military orders.

(2) Active Duty.

(A) Reinstatement. Employees, other than temporary employees who hold brief or non-recurrent positions and who have no reasonable expectation that their employment will continue indefinitely or for a significant period of time, are entitled to reemployment rights following uniformed service. Upon completion and release from active duty under honorable conditions, an employee shall be reinstated into the position held at the time of taking such leave of absence, with the same seniority, pay, status, and benefit rights they would have had if they had worked continuously, or to a position of like seniority, status, pay, benefits and salary advancement; provided however, that he or she is still qualified to perform the duties of his or her position or similar position. If he or she is not so qualified, he

or she shall be employed in such position for which he or she shall be qualified at seniority, status, pay, benefits and salary advancement of the position held at the time of taking such leave. Any person occupying a probationary status upon commencing military leave shall revert to such status upon reinstatement. The positions of employees on military leave shall not be filled, except by appointment through the certification of the persons next eligible. The persons appointed to fill such positions during the absence of employees on military leave shall, upon the latter's' reinstatement, be transferred to similar positions, if one is available, or if not, their name shall be placed on the appropriate reinstatement lists in accordance with City policies, rules or regulations.

- (B) Application for Reemployment. For leaves of more than 180 days, employees must apply for reemployment within ninety (90) days of discharge from the military. For leaves of 31 to 180 days, employees must apply for reemployment within fourteen (14) days of discharge. For leaves of less than 31 days, employees must apply for reemployment the next full workday plus 8 hours for safe travel. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.
- (C) Nothing contained herein shall be construed as limiting the authority of the City to require a person to provide proof of discharge under honorable conditions or any other pertinent administrative data.

(3) Reserve or National Guard Training.

- (A) Pay for Training. Employees of the City, other than persons filling temporary appointments as described in the active duty reinstatement section above, who are required to attend training as members of the military service shall receive up to ten (10) days of pay per calendar year while attending said training. The first ten (10) days of leave taken will be applied in the sequential date order the leave is used within the calendar year. Employees' pay for the period of such leave, including travel time, shall be the difference between their salary or wages (without

overtime), and basic military pay, if the military pay is the lesser. In the event the military pay meets or exceeds the employee's pay for the period of such leave, then no payment for salary or wages will be paid to the employee from the City. The Finance Director/Comptroller shall require the persons to furnish proof as to the number of days spent in active duty training, including travel time, and as to the amount of basic military pay by certified copy of the employees' orders, or in such other form as the Finance Director/Comptroller may in their judgment deem acceptable, within 30 calendar days of reemployment. No adjustment in employees' total annual salary shall be made on account of the provisions of this section in reporting to the state retirement fund or group insurance board.

- (B) Employees shall not be entitled to any wages for any period of time beyond ten (10) days, but shall otherwise be entitled to all other benefits of City employment up to a period of forty-five (45) consecutive days.

xi. Donation of Time Off.

(1) General Policies.

- (A) A qualified absence shall include, but will not be limited to, an absence for medical and/or other catastrophic emergency needs of the employee or the employee's immediate family members, as defined by the Family and Medical Leave Act, or in the aftermath of a family member's death.
- (B) The recipient of the donated hours shall use the hours to extend paid leave time. The recipient, under no circumstances, shall be paid cash for the hours donated.
- (C) \*Hours listed will be prorated based on FTE.
- (D) An employee wishing to donate vacation or random holiday time hours shall state their intention per established guidelines. The maximum number of hours donated by an individual shall be 24 hours.\*
- (E) The number of hours donated to one employee for his/her use shall be up to 120 hours\*. The City Administrator may grant an exception of up to an additional 40 hours.\*
- (F) The application and use of the donated time in the case of death shall be limited to the relationships listed in the bereavement leave section and up to six

(6) months after the date of death.

- (G) No employee may donate more than 40+ hours of combined time for all employees per calendar year.
- (H) If the employee donating hours is paid at an hourly rate different from the recipient, the donation of hours shall be on an hour-for-hour basis without calculation of dollars between the accrual amounts of either the donating and/or receiving employee(s). Recipient employees shall be paid at their regular wage rate.

(I) Donation transfer shall not result in overtime for the recipient.

(J) Any donated time not used by the recipient for the purpose of the request shall be credited back to the donor.

(2) Requests for Donation of Time.

(A) Qualifying Employee and Eligibility: An employee holding a budgeted position of 0.5 FTE (full time equivalent) or greater is eligible upon date of hire.

(B) An employee wishing to request donation of time must first exhaust all TOB time and compensatory time.

(C) The requestor shall state his/her intention in writing to the Human Resources Division. The request shall include whether or not the employee wishes to see exceptions as contained in sections 8(a)(xi)(1)(E), and (F).

xii. Existing Employees Conversion to the TBP.

(1) Time Off Bank (TOB).

(A) Employees who have accrued vacation available at time of conversion shall have said hours placed in their TOB.

(B) Beginning January 1, 2019, all time off will be posted in an employee's TOB on a monthly basis, with the award of time occurring in the month after it is earned.

(C) Employees whose vacation was previously allocated based on anniversary date shall receive their prorated vacation in their TOB during January 2019 or the month they convert to the TBP, and will begin earning the monthly allotment in the following month.

(D) For the first three calendar years of existing employees' participation in the TBP, they will be allowed to exceed the TOB maximum balance and

will be allowed to use more than the maximum allowed usage but in the case of voluntary separation no more than the TOB maximum shall be paid out.

(2) Extended Sick Leave Bank (ESLB).

(A) For employees who previously accrued 15 days of sick leave per year (Sickness Disability Program B): Up to a maximum of 720 hours will be transferred from the employee's accrued sick leave to the ESLB. No credit or compensation will be awarded for hours in excess of 720 hours.

(B) For employees with the Long Term Sick Leave Policy (Sickness Disability Program A): Up to 720 hours will be placed in the ESLB. Employees who have utilized time off in the past three years will have the hours initially credited reduced based on the following: Average hours used in last three years X.35;  $720 - (\text{average hours used} \times .35) = \text{amount allocated to ESLB}$ .

(3) Negative Balance in the TOB. For the first calendar year of existing employees' participation in the TBP, exceptions to allow more than the 40 hour negative balance in the TOB may be made by the City Administrator based on special or unusual circumstances. Upon ~~termination~~separation of employment, any negative balance will be deducted from the final paycheck or billed to the employee if sufficient funds are not available on the final paycheck.

b. Other Benefits.

i. Long Term Disability Insurance (LTDI).

- (1) Regular full-time and regular part-time employees holding a budgeted position of 0.5 FTE or greater, will be eligible for long-term disability insurance.
- (2) Coverage will be provided at 66 2/3% of the employee's pay for injuries or illnesses after a ninety (90)-calendar day waiting period.
- (3) The carrier must deem an employee's leave eligible. (If not eligible, the employee's circumstances may allow use of any combination of hours from the TOB, ESLB, negative TOB, and Voluntary Unpaid Time Off per policy.)
- (4) The City shall pay the full cost of the premium.
- (5) Long-term disability insurance is effective on the first of the month after ninety (90) (uninterrupted) calendar days of employment.

ii. Vision Insurance.

- (1) Group vision insurance may be made available to employees.

- (2) If offered, employees may select a plan from those made available.
- (3) If offered and elected, employees shall pay one hundred percent (100%) of the premium.

iii. Tuition Reimbursement.

- (1) An employee shall be eligible for the Tuition Reimbursement Program upon completion of probation.
- (2) Employees must be in paid status\* while attending the program for which they are receiving reimbursement and current employment performance must be at “performing” level to qualify for tuition reimbursement. (\*Exceptions may be made by the Human Resources Director and City Administrator for those employees on LDTI.)
- (3) Eligible employees must remain employed with the City for six (6) months following completion of the approved program. If an employee resigns, retires or is involuntarily terminated prior to six (6) months, the employee shall repay the City the amount of the tuition reimbursement monies paid. The reimbursement will be subtracted from the final paycheck if funds are available or otherwise collected from the employee.
- (4) Qualified employees shall receive 50% reimbursement from the City, up to \$1,500 per year, with a maximum lifetime benefit of \$4,500 per employee. This amount is prorated based on budgeted FTE.
- (5) Reimbursement may be awarded for certificates, conferences, seminars, academic degrees involving subjects that will support the employee’s development in their current position or other positions with the City of West Allis.
- (6) Attendance for certificate programs, conferences, or seminars may occur during the employee’s regular work hours subject to approval by the employee’s Department Head and the City Administrator.
- (7) Attendance in classes relating to the pursuit of an academic degree may in no case occur during the employee’s regular work hours; however, hours may be adjusted if the operations of the department and employee’s job allow.
- (8) Employees must receive advance approval from both their Department Head and the Human Resources Director utilizing the Tuition Reimbursement Request Form as established.
- (9) In the case of courses toward an academic degree, a grade of a “C” or equivalent is required. For other attendance, employees must provide documentation of successful

completion of the course. All documentation must be submitted within 30 days of completion to be eligible for reimbursement. Reimbursement will not be provided for programs not successfully completed.

- (10) A Department Head may require an employee who receives Tuition Reimbursement to submit a report regarding the program for which the tuition reimbursement was received.
- (11) An employee must immediately notify their Department Head and Human Resources if he/she cease to be enrolled in the program for which the Tuition Reimbursement was approved.
- (12) Tuition Reimbursement does not apply to programs or training that are required or sponsored by the City.
- (13) The City will not pay Tuition Reimbursement that is paid by other sources, such as scholarships, grants, veterans programs, U.S. Military Reserve, aid programs or other subsidies.
- (14) Requests for Tuition Reimbursement will be considered within the limitations of budgetary constraints of the City.

iv. Tuition Repayment.

- (1) An employee will be eligible for Tuition Repayment upon completion of probation.
- (2) Full-time employees who have student loans made, insured, or guaranteed under parts B, D, or E of Title IV of the Higher Education Act of 1965; or a health education assistance loan made or insured under Part A of Title VII of the Public Health Service Act, or under Part E of Title VIII of that Act, and the loans are not in deferment, may receive \$75 per month or \$900 per year with a \$2,700 maximum lifetime benefit per employee.
- (3) Loans must be for the employee's education only.
- (4) Guidelines shall be set for effective administration.
- (5) Availability of Tuition Repayment is contingent upon budgetary capacity, and shall be based on seniority.

v. Other Voluntary Benefit Programs. Other Voluntary Benefit Programs such as employee assistance, deferred compensation, and health savings accounts shall be administered consistent with Policy #1483 – Voluntary Benefit Programs.

vi. Life Insurance.

- (1) Eligibility and Enrollment.
  - (A) Employee eligibility and enrollment shall be in accordance with the Department of Employee Trust Funds' (ETF) WI Public Employers Group Life Insurance Program.
- (2) Program Benefits.

- (A) Basic Coverage in the amount of an employee's prior year's annual earnings adjusted to the next highest one thousand dollars (\$1,000). The Basic Coverage is paid in full by the City.
  - (B) Supplemental Coverage equal to one (1) times an employee's Basic Coverage.
  - (C) Supplemental Coverage is an optional election paid in full by the employee through an after-tax payroll deduction.
  - (D) Additional Coverage equal to one (1), two (2) or three (3) times an employee's Basic Coverage. Additional Coverage is an optional election paid in full by the employee through an after-tax payroll deduction.
  - (E) Spouse/Domestic Partner and/or Dependent Coverage is an optional election paid in full by the employee through an after-tax payroll deduction.
  - (F) Additional benefits are available (such as Accidental Death/Dismemberment/Loss of Use Coverage, Living Benefits in cases of terminal illness, waiver of premiums during periods of total disability, and retired employees coverage) as provided by ETF's WI Public Employers Group Life Insurance Program.
- vii. Wisconsin Retirement System (WRS) Pension. The City of West Allis participates in the Wisconsin Retirement System. Employees are eligible for participation in WRS consistent with State law, WRS policies and contribution requirements.
- c. Health and Dental Insurance – Active Employees. It is the policy of the City to provide health and dental insurance coverage for its active employees. The City's health and dental insurance programs offer coverage to said qualified employees and their dependents.
- i. COBRA: Under Federal law, if group health and/or dental benefits end due to a "qualifying event", a participating plan member may elect coverage under the plan provided they are not: (a) entitled to Medicare or (b) covered under another group plan (Medicaid/Title 19 included) that does not have a pre-existing exclusion or limitation affecting them. The individual has the right to elect coverage under the plan for up to 18, 29 or 36 months depending on the qualifying event. The Human Resources Department is responsible for administering COBRA benefits.
  - ii. Privacy Rules (Health Insurance Portability and Accountability Act [HIPAA]; Protected Health Information [PHI]).
    - (1) Privacy Rules require the City of West Allis, as a group health



plan, a health care provider, and a plan sponsor with access to protected health information, to comply with various administrative requirements contained within the Privacy Rules.

- (2) Policy #1472 HIPAA Privacy Rules addresses compliance with the administrative requirements mandated by the Privacy Rules.

iii. Initial Eligibility and Effective Date of Coverage.

- (1) Employees become eligible for Health and Dental Insurance on the first day of the month following 30 days of employment.
- (2) Department Heads, with the approval of the Human Resources Director, Finance Director/Comptroller/City Treasurer, and City Administrator, may make exceptions to the provisions contained herein for significant recruitment/hiring reasons. However, no exceptions to the benefits provided to retirees will be permitted.

iv. Enrollment.

- (1) An employee who chooses to participate in the City's Health or Dental Insurance Programs shall enroll upon their initial eligibility and/or during the City's annual Open Enrollment.
- (2) Enrollment at any other time is only permitted within 30 days of a change in City employment status or due to a qualifying event (i.e. loss of other coverage).

v. Change of Status.

- (1) Any change in status (e.g., marriage, birth, or adoption of a child, military reinstatement, dependent eligibility reinstatement, etc.) is effective upon the date of the qualifying event if notification and proper paperwork are received by the Human Resources Department within 30 days of the event.
- (2) The City Administrator may extend the 30-day reporting requirement to within 60 days of the event.
- (3) Any request for a change of status beyond 60 days after the event shall be directed to the Common Council.
- (4) The City Administrator and the Common Council may require the employee to pay any costs incurred by the City due to failure to report within 30 days of the event prior to allowing the change in status.
- (5) The employee shall retroactively pay any premium share due prior to acceptance of the change in status.

vi. One-Plan Per Family Rule. An employee who is married to another employee or retiree of the City shall enroll in only one City-sponsored health and/or dental plan.

vii. Subrogation. In the event the City makes any payment of medical

expenses pursuant to the terms of any health insurance program, the City shall be subrogated to all the employee's/insured's rights of recovery therefore against any third party or his/her insurer for such payment pursuant to Section 2.76(13) of the Revised Municipal Code.

viii. Benefits. Benefits provided under the plan are as specified in the Summary Plan Document(s) and may be adjusted annually or within the plan year as needed.

ix. Family and Medical Leave Act (FMLA).

(1) General Information and Policy.

(A) The Family and Medical Leave Acts provide eligible employees with up to 12 workweeks of unpaid protected leave each year for specified family and medical reasons and up to 26 workweeks to care for a covered service member. The eligibility and entitlements are defined differently under federal and state law.

(B) Federal Family and Medical Leave Act of 1993. The 2009 and 2010 National Defense Authorization Acts as they relate to military family leave (including the Department of Labor's Final Rule, effective January 16, 2009, which provides updates to the regulations and incorporates military family leave requirements). The June 22, 2010, U.S. Department of Labor's administrative interpretation clarifying the definition of "son or daughter" of the "in loco parentis" doctrine. The March 27, 2015, U.S. Department of Labor's revised definition of "spouse".

(C) Wisconsin Family and Medical Leave Act (Section 103.10 Wis. Stats.; Chapter DWD 225 Wisconsin Administrative Code).

(D) It is the policy of the City of West Allis to grant up to twelve (12) weeks of family and medical leave during any calendar year to eligible employees, in accordance with the federal and Wisconsin Family and Medical Leave Acts (FMLA) and to grant up to twenty-six (26) weeks of military caregiver leave during any single 12-month period in accordance with the federal Family Medical Leave Act as amended by the National Defense Authorization Act. The leave may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances and as specified in this policy.

(2) Eligibility.

(A) Federal – Employees are entitled to FMLA benefits if

they have been employed by the City for at least 12-months (not necessarily consecutive) and have worked at least 1,250 hours during the 12-months prior to the start of the FMLA leave. Time spent on paid or unpaid leave does not count in determining the 1,250-hour eligibility.

(B) State – Employees are entitled to FMLA benefits if they have been employed by the City for at least 52 consecutive weeks and have worked for at least 1,000 hours during the 52 weeks prior to the start of the FMLA leave.

(3) Qualifying Event and Amount of Leave.

(A) Birth or Adoption.

(a) Eligible employees may take up to a total of twelve 12 workweeks of unpaid FMLA leave in a calendar year for the following qualifying events:

1. The birth or placement of a child for adoption or, under the federal FMLA, for foster care or a child of a person standing in loco parentis.
2. State law provides for up to six (6) workweeks of unpaid leave for any one child.
3. Federal law requires that leave conclude within 12 months after the birth.

(B) Family Care Leave.

(a) To care for the employee's spouse, child, or parent with a serious health condition. The Wisconsin FMLA includes caring for a spouse's parent, a domestic partner and a domestic partner's parent. The federal FMLA includes standing "in loco parentis" to a child.

(b) State law provides eligible employees up to 2 workweeks of family care leave.

(C) Employee's Own Serious Health Condition.

(a) For the employee's own serious health condition that renders the employee unable to perform his/her job.

(b) State law provides eligible employees up to 2 workweeks of FMLA medical leave.

(D) Federal FMLA - Armed Forces or Military Leave.

- (a) Under the federal FMLA, if the employee experiences a qualifying exigency that arises out of the fact that a spouse, parent, or child in the armed forces (including members of the National Guard or Military Reserves) has been deployed or called to active military duty in a foreign country.
- (4) Military Caregiver Leave.
  - (A) An eligible employee who is the spouse, parent, child, or next of kin of a current member of the armed forces/covered service member (including the regular armed forces, the National Guard and the Reserves), or a veteran who served in the military within the preceding 5 years and whose discharge was not dishonorable, who was injured while on active duty, or whose pre-existing injury or illness was aggravated by service on active duty, may be eligible for up to 26 workweeks of federal FMLA leave in a single 12-month period to care for the service member/veteran who is undergoing medical treatment, recuperation, or therapy for a serious service-related injury or illness, or a service-related aggravation of a pre-existing injury or illness, incurred while in the line of duty. Leave to care for an injured or ill service member/veteran, when combined with other FMLA-qualifying leave, may not exceed 26 workweeks in a single 12-month period.
- (5) Leave qualifying for both Wisconsin and federal FMLA leave (including military caregiver leave) will count against the employee's entitlement under both laws and will run concurrently. When the reasons(s) for qualified leave differ, the leave may not run concurrently under state and federal law, and an employee may be entitled to more than 12 weeks of leave in a calendar year. This type of leave occurrence will be evaluated and reviewed. FMLA leave will run concurrently with qualified sick leave. Qualified leave taken under Worker's Compensation will run concurrently with federal FMLA leave and, at the employee's request, with Wisconsin FMLA leave.
- (6) Under the federal FMLA, spouses employed by the City are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-

law) who has a serious health condition. For military caregiver leave, the employee and employee spouse may be limited to a combined total of 26 workweeks of leave in a single 12-month period.

(7) Non-Continuous or Intermittent Leave.

(A) Employees are permitted to take leave on an intermittent (blocks of time) or reduced work schedule:

- (a) When it is medically necessary to care for a family member (including a domestic partner and a domestic partner's parent under the Wisconsin FMLA) with a serious health condition or because of the employee's serious health condition; or
- (b) To care for a newborn, adopted or foster child; or
- (c) For military caregiver leave. Federal FMLA leave for the birth or placement of a child for adoption or foster care may not be taken in non-continuous increments unless approved by the City; such leave must be completed within the 12-month period beginning on the date of birth or placement of the child. Under the Wisconsin FMLA, the last increment of leave for the birth or placement of a child for adoption must begin within 16 weeks of that birth or placement.

(B) When scheduling intermittent or reduced schedule leave, employees must make a reasonable effort to schedule the leave so as not to unduly disrupt the City's operations. Employees requesting non-continuous federal FMLA leave that is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse or parent with a serious health condition or for the employee's own serious health condition may be required to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than the regular employment position of the employee. An employee temporarily transferred will receive the same pay and benefits, but may be assigned different duties.

(C) The employee may not take, or be required to take,

more leave than medically necessary to address the circumstances that caused the need for the leave.

(8) Payments on FMLA.

(A) In general, both Wisconsin and federal FMLA leaves are unpaid. Under the federal FMLA, the City may require employees, or employees may choose, to substitute paid leave for which they are eligible (such as vacation days, personal leave or compensatory time) for unpaid leave. Under the Wisconsin FMLA, employees may choose to substitute available accrued leave for unpaid leave. Any such substituted leave will run concurrently with FMLA leave.

(B) An employee who is taking leave because of the employee's own serious health condition, the serious health condition of a family member (including a domestic partner and a domestic partner's parent under the Wisconsin FMLA), for a qualifying exigency, or for the birth, adoption or foster care of a child (and has exhausted all applicable sick leave benefits) must use all paid vacation, random or compensatory time as part of such leave and take the remainder of the entitlement as unpaid leave.

(C) The City will require that any leave provided by a City collective bargaining agreement be substituted for federal FMLA leave.

(D) As with all leaves of absence, no employee may pursue or engage in employment when on FMLA leave.

(9) FMLA notice and how to apply for FMLA leave.

(A) When an employee calls in seeking time off for the employee's illness/injury or a family member's (including a domestic partner and a domestic partner's parent under the Wisconsin FMLA) illness/injury, in order to constitute FMLA notice, thereby triggering the City's duty to treat the absence as a potential FMLA absence, the employee must provide sufficient information to their supervisor to make the City aware of the possible need for FMLA leave and the anticipated timing and duration of the leave. Upon being made aware of an employee's possible need/qualification for FMLA leave, the supervisor shall so notify the Human Resources Director (HR Director).

- (B) When leave is foreseeable, the employee must submit a Family and Medical Leave Employee Request form (“request form”) to the HR Director at least 30 days in advance of the leave or, when foreseeable but less than 30 days in advance, as soon as practicable. When the need for leave is not foreseeable, the employee must notify the HR Director and thereafter submit the request form as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, it is considered practicable for an employee to provide notice of unforeseeable leave within the time prescribed by the City’s usual and customary notice requirements applicable to that employee for such leave. Failure to give timely notice and/or submit the request form may result in the delay or denial of FMLA leave and may subject the employee to discipline under City policies.
- (C) If the leave is for a family member’s (including a domestic partner and a domestic partner’s parent under the Wisconsin FMLA) or the employee’s serious health condition, or to care for a covered service member, the employee must submit a medical certification form from the employee’s or the family member’s health care provider within 15 days. If the leave is for a qualifying exigency, the employee must submit a certification form to support the request for such leave within 15 days. The employee must provide a complete and sufficient certification. If the employee receives written notification that the certification is incomplete and/or insufficient, the employee shall have seven days to cure the identified deficiencies. If an employee does not provide the required certification by the designated deadlines, or if the City determines that an employee’s absence is not covered as FMLA leave, the leave may not be designated as Wisconsin and/or federal FMLA leave, and the employee may be subject to discipline under City attendance policies unless he or she uses accrued paid leave (like vacation) and/or is granted a non-FMLA leave of absence.
- (D) Second or third opinions at the City’s expense and periodic re-certifications at the employee’s expense may be required under certain circumstances. The

City requires periodic reports during federal FMLA leave regarding the employee's status and intent to return to work.

(E) Forms are available through the Human Resources Department.

(a) Family and Medical Leave Employee Request Form

(b) Health Care Provider FMLA Certification

(c) Certification of Qualifying Exigency for Military Family Leave

(d) Certification for Serious Injury or Illness of Covered Service member – for Military Family Leave

(e) Domestic Partner Certification Form

(f) In Loco Parentis Certification Form

(10) Health Insurance Benefits.

(A) Group health insurance coverage will be maintained for employees while they are on FMLA leave, on the same terms as if the employee continued to work. The employee will be required to pay their regular portion of health insurance premium payments on a schedule established by the City.

(B) The City may recover its share of health insurance premiums paid during a period of unpaid FMLA leave from an employee if the employee fails to return to work (for a minimum of 30 calendar days) after the expiration of the leave. The City may not collect the premiums if the reason the employee does not return is due to continuation, recurrence or onset of a serious health condition that would entitle the employee to leave under FMLA, or other circumstances beyond the employee's control.

(C) The City may discontinue health insurance benefits if the employee fails to make a premium payment within 30 days of the due date after providing written notice to the employee of the cancellation of coverage for non-payment.

(11) Other Benefits.

(A) Benefits that accrue based upon hours worked shall accrue during the period of FMLA leave in accordance with the provisions contained in the City Ordinances, Policies and Procedures, and Rules and Regulations that address the accrual of such benefits.. Qualified FMLA leave will not be counted as an



absence under the City's attendance policy. Employees taking FMLA leave will be treated in the same manner as employees taking non-FMLA leave with respect to the administration of attendance reward programs and any rewards based on attendance (e.g. if an employee who uses paid vacation leave for a non-FMLA purpose would receive the payment, then the employee who uses paid vacation leave for an FMLA-protected purpose would also receive the payment).

(B) Other City benefits (e.g. life insurance coverage) may be continued during periods of unpaid FMLA leave, and arrangements should be made for the employee's portion of the payments with the Finance Department.

(12) Worker's Compensation and Light Duty.

(A) Federal FMLA leave may run concurrent with Worker's Compensation, as may Wisconsin FMLA leave upon the employee's request, provided that the injury meets the criteria for a "serious health condition," as defined by law. Substitution of accrued paid leave is not allowed for Worker's Compensation absences unless an applicable labor agreement provides otherwise.

(B) If an employee accepts a light duty assignment while on Worker's Compensation, or while recovering from a serious health condition, that time may not count against the employee's family or medical leave entitlement. An employee who voluntarily accepts a light duty assignment does not waive the right to job restoration; however, the employee's right to job restoration ceases at the end of the FMLA calendar year. If the light duty position is declined and the employee elects to stay on FMLA leave, the employee may give up their Worker's Compensation benefits.

(13) Fitness for Duty and Return to Work.

(A) An employee returning from FMLA leave for his or her own serious health condition must provide a "Fitness for Duty" statement signed by their treating physician. An employee who fails to provide a Fitness for Duty statement will be prohibited from returning to work until it is provided. Failure to

provide a Fitness for Duty statement may result in discipline up to and including termination. Upon return from FMLA leave, an employee shall be restored to their original position or, if the position is not vacant, to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. An employee may not be restored to their original or equivalent position if they are unable to perform the essential functions of their job because of a mental or physical condition.

(14) Complaint Procedure. An employee who believes their FMLA rights have been violated should contact the Human Resources Director and attempt to resolve the matter internally. However, if the matter is not resolved within a reasonable period of time after contacting the Human Resources Director, the employee may file a complaint with the Wisconsin Equal Rights Division (Wisconsin FMLA), the U.S. Department of Labor (federal FMLA), or may bring a private lawsuit against the City.

(15) Definitions.

(A) Child – Biological, adopted, or foster child, stepchild (including, under federal FMLA law, an employee’s stepchild that is the child of the employee’s same-sex or common law spouse), legal ward or, under the federal FMLA, the child of a person having day-to-day care of the child, or a child of a person standing “in loco parentis,” who is under 18 years of age or, under the Wisconsin FLMA a child who is 18 years of age or older and cannot care for himself or herself because of a serious health condition, or under the Federal FMLA who is 18 years of age or older and incapable of self-care because of a mental or physical disability.

(B) Domestic Partner – The Wisconsin FMLA provides certain benefits to employees with a registered or unregistered domestic partner.

(a) Registered domestic partners (registered with the Register of Deeds in their county of residence) must demonstrate/attest: 1) Each individual is at least 18 years old and capable of consenting to the domestic partnership; 2) Neither individual is married or in a domestic partnership with another individual; 3) The two individuals share a common residence;

- 4) The two individuals are not nearer kin than second cousins; and 5) The individuals are the same gender.
- (b) Unregistered domestic partners must demonstrate/attest: 1) Each individual is at least 18 years old and otherwise competent to enter into a contract; 2) Neither individual is married or in a domestic partnership with another individual; 3) They share a common residence; 4) They are not related by blood in any way that would prohibit marriage under Wisconsin law; 5) They consider themselves to be members of each other's immediate family; and 6) They agree to be responsible for each other's basic living expenses.
- (C) Health Care Provider - Under the federal FMLA, a doctor of medicine, doctor of osteopathy, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse midwife, and Christian Science Practitioner. Under the Wisconsin FMLA, a person described under section 146.81 (1) Wis. Stats., excluding a person described under s. 146.81 (1) (hp).
- (D) Incapable of Self-Care - The individual requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living (e.g. grooming, hygiene, bathing, dressing, eating) or instrumental activities of daily living (e.g. cooking, cleaning, shopping, utilizing public transportation, paying bills, maintaining a residence, using telephones and directories, and using a post office).
- (E) In Loco Parentis - Under federal law, a person who has put himself or herself in the situation of a lawful parent by assuming the obligations incident to the parental relation without going through the formalities necessary to legal adoption. It embodies the two (2) ideas of assuming the parental status and discharging the parental duties. Either day-to-day care or financial support may establish an in loco parentis relationship where the employee intends to assume the responsibilities of a parent with regard to a child.
- (F) Next of Kin - A covered service member's "next of

kin” is the service member’s nearest blood relative, other than the covered servicemen’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under FMLA, in which case the designated individual shall be deemed to be the covered service member’s next of kin.

- (G) Parent - Biological parent, foster parent, adoptive parent, stepparent or legal guardian of an employee (and of an employee’s spouse or domestic partner under the Wisconsin FMLA). Under the federal FMLA, “parent” includes an individual who provided day-to-day care to the employee when the employee was a child. Under federal FMLA, the same-sex spouse of an employee’s parent is included regardless of that individual’s parental status or whether s/he provided day-to-day care or financial support for the employee as a child.
- (H) Qualifying Exigency - Qualifying exigencies, for purposes of the federal FMLA, include:
  - (a) Short-notice Deployment: Addresses issues that arise when a covered military member is notified of an impending call or order, and deployment is within seven days of notification. Leave is limited to seven calendar days beginning the date the covered military member is notified of an impending call or order to active duty.
  - (b) Military Events and Related Activities Associated with the Call or Order to Active Duty: Attending official ceremonies, programs or events sponsored by the military; and attending family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.
  - (c) Childcare and School Activities: Arranging

alternative childcare when the order/call to active duty necessitates a change in the existing childcare arrangement; providing childcare on an urgent, immediate need basis (but not on a routine, regular or everyday basis); enrolling in or transferring a child to a new school or day care facility as necessary; and attending meetings with staff at a school or day care when meetings are necessary due to circumstances arising out of the call or order to active duty (e.g. disciplinary meetings, parent-teacher conferences, school counselors). This provision applies to children of the covered military member under age 18 or over 18 if incapable of self-care because of physical or mental disability at the time the FMLA leave commences.

- (d) Financial and Legal Arrangements: Making and updating financial and legal arrangements to address the covered military member's absence (e.g. preparing financial and health care powers of attorney, transferring bank account signature authority, enrolling in Defense Enrollment Eligibility Reporting System, obtaining military identification cards, or preparing or updating a will); acting as the covered military member's representative before federal, state or local agencies for purposes of obtaining, arranging or appealing military benefits.
- (e) Counseling: Attending counseling, provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member. A "child" is the covered military member's own child under age 18 or over 18 if incapable of self-care because of a physical or mental disability.
- (f) Rest and Recuperation: To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment. The

employee may take up to 15 calendar days of leave to match the military member's Rest and Recuperation Leave Orders for each instance of rest and recuperation leave the covered military member receives.

- (g) Post-deployment Activities: Attending welcome home ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status; and addressing issues arising out of the death of a covered military member while on active duty.
- (h) Parental Care: Leave may be taken to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an urgent, immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility (e.g. meeting with hospice or social service providers).
- (i) Additional Activities: Includes events which arise out of the covered military member's active duty or call to active duty status, provided the City and the employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.
- (j) Serious Health Condition: An illness, injury, impairment or physical or mental condition that involves:
  1. inpatient care in a hospital, hospice or residential medical care facility; or
  2. under Wisconsin FMLA, outpatient care that requires continuing treatment or supervision by a health care provider (generally defined as requiring two direct, continuous and first-hand contacts by a health care provider); or

3. under the federal FMLA, continuing treatment by a health care provider including any one or more of the following:
4. A period of incapacity of more than three (3) consecutive, full calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves:
  1. Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider; or
  2. Treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of a health care provider. (Note: Under the above two bullet points, the employee's treatment must be an in-person visit to a health care provider and the first [or only] visit must take place within seven days of the first day of incapacity).
5. any period of incapacity due to pregnancy or for prenatal care;
6. chronic conditions requiring periodic treatment (at least twice a year) by or under the supervision of a health care provider that continue over an extended period of time and may

cause an episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.);

7. permanent/long term conditions requiring supervision for which treatment may not be effective (e.g. Alzheimer's, a severe stroke, or the terminal stages of a disease);
8. multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy), or kidney disease (dialysis). Examples of a serious health condition include, but are not limited to, heart attacks or other serious heart conditions, most cancers, strokes, appendicitis, pneumonia, and ongoing pregnancy and prenatal care.

(I) Single 12-Month Period – The “single 12-month period” for purposes of military caregiver leave is a period that commences on the date an employee first takes leave to care for a covered service member with a serious injury or illness and ends 12 months after that date. This is a different period than the calendar year that is used by the City to determine an employee’s other FMLA leave entitlements (e.g. referenced in section 8(c)(ix) of this Policy).

(J) Spouse – Under the federal FMLA, effective March 27, 2015, “spouse” is defined to include employees in same-sex marriages and common-law marriages entered into in a state where those statuses are legally recognized or entered into, validly, outside of the United States if they could have entered into in at least one state, regardless of the state in which the employee currently works or resides. Under the Wisconsin FMLA “spouse” means an employee’s legal husband or wife



- (K) Workweek – The employee’s usual or normal schedule (hours/days per week) prior to the start of FMLA leave.
- x. Termination of Coverage. Coverage ceases in accordance with the provisions contained in the Summary Plan Document(s). When applicable, continuation coverage (COBRA) will be offered.
- xi. Medicare Advantage or Medicare Supplemental Program, if offered.
  - (1) Medicare eligible active employees and their Medicare eligible spouses may elect to forgo the active employee health plan and choose to participate in the Medicare Advantage or Medicare Supplemental Program bearing 100% of the premiums and costs.
- xii. Monthly Premium Share.
  - (1) Dental Insurance.
    - (A) The City may pay the monthly premium on behalf of a full-time employee (1.0 FTE).
    - (B) The monthly premium for part-time employees is prorated based on FTE.
    - (C) Premiums may qualify under the City’s Section 125: Flexible Spending Program (see Policy #1483 - Voluntary Benefit Programs).
  - (2) Health Insurance.
    - (A) The City pays the monthly health insurance premium less the employee’s monthly premium share as set forth by the Common Council or according to any applicable collective bargaining agreement. The monthly premium for part-time employees is prorated based on FTE.
    - (B) Premiums may qualify under the City’s Section 125: Flexible Spending Program (see Policy #1483 - Voluntary Benefit Programs).
  - (3) Elected Officials.
    - (A) Mayor. The mayor shall pay a prorated premium share based on FTE consistent with other employees and as defined in the annual budget document and/or by ordinance.
    - (B) Alderpersons. Effective with the Terms of Elected Office which commence in 2020 and subsequent years:
      - (a) Except as stated below, alderpersons who choose to participate in Health and/or Dental Insurance shall pay the full premium (100%).
      - (b) Alderpersons who have served continuously in that position since 2008 and choose to participate in Health and/or Dental Insurance

shall pay prorated premium share based on FTE consistent with other employees and as defined in the annual budget document and/or by ordinance.

- (C) Municipal Judge. Notwithstanding the FTE categorization of the municipal judge for any other purpose, the municipal judge shall pay a premium share equivalent to a full-time employee as defined in the annual budget document and/or by ordinance.
- (4) Retirement.
  - (A) Dental Insurance coverage is not included in the City's retirement package; however, dental COBRA coverage will be offered as applicable.
  - (B) If the City provides a retiree health care option, it is administered consistent with 8.0 (4) Retiree Health Plan.
- (5) Surviving Spouse of a Deceased Active Employee.
  - (A) The City will provide health insurance coverage to the surviving spouse and eligible dependents of an active City employee who dies while in the service of the City, provided the employee has completed twenty (20) full-time years<sup>1</sup> of service, under the following provisions:
    - (a) For the surviving spouse and eligible dependents of a deceased active employee who has not attained retirement age per the State of Wisconsin's (WI) Department of Employee Trust Funds (ETF) – Wisconsin Retirement System's (WRS) Death Benefits regulations, the City will pay 50% of the monthly premium for ten (10) years or until the surviving spouse is employed by another employer providing health insurance coverage or remarries, whichever occurs first.
    - (b) In the event the surviving spouse or dependent is employed by another employer providing health insurance coverage, the City's health insurance obligation will permanently cease and continuation coverage (COBRA) will be offered.
  - (B) In the event a surviving spouse remarries, the City's health insurance obligation will permanently cease

and continuation coverage (COBRA) will be offered; the surviving spouse and/or eligible dependent(s) are subject to paying the full monthly premium per COBRA regulations.

- (C) If the deceased employee was of retirement age per WI ETF-WRS's Death Benefits regulations and considered eligible to receive a WRS retirement annuity per ETF's requirements, the surviving spouse and eligible dependents would qualify for retiree health insurance benefits for a maximum of ten (10) years or when the spouse becomes eligible for Medicaid/Title 19/Medicare Parts A and/or B or upon attaining Medicare age, whichever comes first.

(6) Military Leave Benefit Continuation.

- (A) Health insurance benefits shall be implemented in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable federal, state, or local laws.
- (B) In addition to such, the City will provide continuation of health insurance benefits for an employee who is called up to active military service, his/her spouse, and any eligible dependents, beyond the forty-five (45) days, as if he/she were an active employee; for such continuation of health insurance benefits, the employee, spouse, and/or dependents will be required to pay the applicable monthly premium share in accordance with City policies and procedures.
- (C) Extended health insurance coverage shall continue during the entire period of active military service call up and shall cease upon the employee's failure to return to employment following release from active duty. Coordination of benefits shall occur with any military health insurance coverage, and any military or other federal health insurance benefits or services shall be primary.

d. Retiree Health Plan.

- i. Eligibility. A retired employee is eligible for either a single (employee only), couple (employee plus spouse or employee plus one dependent), or family (employee plus spouse and one or more dependents OR employee plus two or more dependents) plan the first of the month following their date of retirement as approved by the WI ETF-WRS as long as the WRS retirement annuity (age limits

dependent upon employee classification as defined by WRS) is effective upon the retirement date and he/she has twenty (20)<sup>2</sup> years of continuous employment with the City of West Allis.

- ii. Duration. The City will cease to provide health insurance to any covered member included in the retiree's plan upon that individual's Medicaid/Title 19/Medicare Parts A and/or B eligibility or upon attaining Medicare age or up to a maximum of ten (10) years of coverage following retirement, whichever event occurs first.
- iii. All other covered members shall remain participants in the City's retiree health insurance program for up to a maximum of ten (10) years following the retiree's retirement or until a subsequent qualifying event occurs that would otherwise terminate their coverage, whichever comes first. See (N) for additional information.

iv. Coverage at the time of and throughout Retirement.

(1) A retiree will be placed in the same plan type they had in place at the time of retirement (single, couple, family); however, retirees may later choose a single plan over a couple or family plan; or a couple plan over a family plan.

(2) Addition of dependents or spouse during retirement prohibited.

(A) A retiree with single coverage cannot change to any other type of coverage.

(B) A retiree with couple coverage (employee plus spouse) cannot add a new spouse or dependent if they divorce or if their spouse dies; if this occurs, coverage will be adjusted to a single plan.

(C) A retiree with couple coverage (employee plus dependent) cannot add a new dependent or a spouse if the original dependent is removed from coverage; coverage will be adjusted to a single plan in the event the couple coverage was for an employee plus dependent.

(D) A retiree with family coverage is not able to add new family members (that is, if they have or adopt a child or remarry, the new child and/or spouse cannot be added); coverage will be adjusted to a couple plan once eligible dependents are no longer eligible.

v. Continuous Participation Required.

(1) If a retiring employee does not wish to participate in the retiree health insurance program at the time of retirement, they and their spouse/eligible dependent(s) permanently lose their ability to participate in the City's retiree health insurance program.

(2) If a spouse/eligible dependent is removed from coverage, they

permanently lose their ability to participate in the City's retiree health insurance program.

- (3) If a retiree cancels coverage at any time, for any reason, they and their spouse/eligible dependent(s) permanently lose their ability to participate in the City's retiree health insurance program.

vi. Timely Enrollment.

- (1) A retiree who chooses to participate in the City's retiree health insurance program shall enroll upon their initial eligibility and, thereafter, must re-enroll annually during the City's annual Health Insurance Open Enrollment.
- (2) Failure to timely enroll or re-enroll will result in loss of insurance coverage.

vii. Change of Status.

- (1) A change in status is effective upon the date of the qualifying event (e.g., eligibility for other health care coverage, death of a spouse, remarriage of a deceased retiree's spouse, divorce, legal separation, Medicaid/Title 19/Medicare Parts A and/or B eligibility, attaining Medicare age, dependent no longer qualifies for health coverage, etc.) if notification and proper paperwork is received by the Human Resources Department within 30 days of the event.
- (2) Qualifying event changes are administered in accordance with City policy.
- (3) Failure to provide notification for change of status within 30 days of the event may result in a loss of coverage and/or reimbursement for premiums and services as applicable.

viii. Monthly Premium Share.

- (1) Retiring employees who were hired on or after November 1, 2018:

- (A) Retiree will pay a percentage of the premium as established annually by the Common Council. (The minimum percentage paid by the retiree shall be 50%.)

- (2) Retiring employees who converted to the TBP:

- (A) Upon retirement, a retiree who retires with a balance of 680 hours or more in their ESLB will pay the same monthly premium share as active employees for 36 full months immediately following retirement provided they are not eligible for Medicare. After such time they shall pay in accordance with b. or c. below. (If the retiree is Medicare eligible and the retiree's spouse is not, the spouse will be eligible to pay the same monthly premium share as active employees for 36 full months immediately following

the retiree's retirement or until the spouse becomes Medicare eligible, whichever occurs first.)

(B) Upon retirement (or after the time period provided in a. expires), a retiree pays 20% of the monthly premium if eligible for post Medicare insurance at the time of conversion to the TBP.

(C) Upon retirement (or after the time period provided in a. expires), a retiree who was not eligible for post Medicare insurance at the time of conversion to the TBP pays 35% of the monthly premium.

(3) Upon retirement, a part-time employee's monthly premium and premium share obligation is prorated based on the averaged FTE hours they actually worked over the most recent twenty (20)<sup>3</sup> years prior to retirement.

ix. Participation Administration.

(1) An annual premium rate notification is prepared by the City's Finance Department and is distributed during the City's annual Insurance Open Enrollment period for those retirees participating in the City's retiree health insurance program.

(2) A retiree is required to participate in automatic withdrawal (ACH) of retiree insurance premiums from a savings or checking account, prepayment of an entire year of premium payments, or some other payment method that meets with the approval of the Finance Director/Comptroller/City Treasurer and City Attorney. When not prepaid, payments are due by the 10th of the month for the following month's coverage and will be drawn from the respective bank account on the 10th of the month (or prior to such date if the 10th falls on a weekend or holiday). Failure to participate in an automatic withdrawal, prepay for an entire year, or make other mutually agreeable payment method shall constitute grounds for sanctions under Section 9.

(3) Protective Service Employees Only--Per the federal Pension Protection Act of 2006, a protective service employee may elect to have health insurance premiums deducted directly from their Wisconsin Retirement System monthly annuity payment if he/she retired at normal retirement age. The Act contains a provision permitting eligible individuals to exclude up to \$3,000 for qualified health insurance premiums paid by the retiree from their gross taxable income each year, as long as the premiums are deducted from their retirement benefit.

x. Benefits. Benefits provided under the plan are as specified in the Summary Plan Document(s) and may be adjusted annually or within

the plan year as needed.

- xi. Termination of Coverage. Coverage ceases in accordance with the provisions contained in the Summary Plan Document(s). When applicable, continuation coverage (COBRA) will be offered (see section 8(c)(i)). Health Insurance coverage may be available to the surviving spouse of a deceased retired employee (see Section 8(d) (xiv) below).
- xii. Surviving Spouse and/or Dependents of Deceased Retired Employee.
  - (1) The benefits provided in Section 8(c)(xii)(5)(C) shall apply to the surviving spouse and/or dependents of a deceased retired employee who was participating in the City's retiree health insurance program upon death.
  - (2) In the event a surviving spouse remarries, the City's health insurance obligation will permanently cease for said spouse and dependents; continuation coverage (COBRA) may be offered.
  - (3) In the event a surviving spouse of a retiree is employed by another employer providing health insurance coverage, the City's health insurance obligation will permanently cease for said spouse and dependents; continuation coverage (COBRA) may be offered.
- xiii. Disability Retirement.
  - (1) An employee who qualifies for a disability retirement under the WI ETF-WRS is eligible to participate in the City's retiree health insurance program if, within ten (10) calendar days from the date a health care provider determines the employee is permanently and totally disabled, or will never return to duty within the City of West Allis service, the employee makes application for disability retirement benefits under the WI ETF-WRS, provided he or she is otherwise eligible for such benefits. Said participation shall be in accordance with the following provisions:
    - (A) Duration provided in 8(d)(iii).
    - (B) Monthly Premium Share outlined in 8(d)(ix).
- xiv. Medicare Advantage or Medicare Supplemental Program, if offered.
  - (1) Retirees and their eligible dependents may choose to participate bearing 100% of the premiums and costs if transitioning from an active City plan to the then current Medicare Advantage or Medicare Supplemental Plan.

#### 9. Sanctions.

Anyone who provides false, fraudulent, incomplete or untimely information or who fails to make complete and timely premium payments, may face legal action, reductions or denials of benefits, loss of continuation rights, and/or other action, up to and including termination of coverage and/or disciplinary action.

<sup>1</sup> Fifteen (15) years of continuous full-time service for those existing employees who choose to convert to the TBP. A part-time employee's service shall be prorated based on the employee's averaged FTE actually worked over the last twenty (20) or fifteen (15) years of service.

<sup>2</sup> Fifteen (15) years for employees who choose to convert to the TBP

<sup>3</sup> Fifteen (15) years for employees who choose to convert to the TBP.

**Effective Date:** 10/2/18

**Revision Date:** 11/19/19

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Tracy Stefanski	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Thomas Lajsic	_____	_____	_____	_____
Ald. Dan Roadt	_____	_____	_____	_____
Ald. Rosalie Reinke	_____	_____	_____	_____
Ald. Kevin Haass	_____	_____	_____	_____

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor City Of West  
Allis