



POLICIES AND PROCEDURES

SUBJECT Sick Leave	DEPARTMENT Human Resources		DEPARTMENT IDENTIFICATION 1400	
	SECTION 1430	PAGES 1-5	EFFECTIVE DATE 1/1/82	REVISION DATE 10/15/14 1/16/2018

1.0 PURPOSE:

To describe the policies and procedures of the City of West Allis ~~in regard to~~ [concerning](#) sick leave for City employees.

2.0 ORGANIZATIONS AND PERSONS AFFECTED:

Unless otherwise noted, this policy applies to all City of West Allis departments, boards, commissions, and employees except elected officials and represented protective service employees.

3.0 POLICY:

It is the policy of the Human Resources ~~Department~~ [Division](#) to follow a uniform set of policies in regard to administrating the sick leave program for City employees.

4.0 REFERENCES:

City of West Allis Revised Municipal Code Sections 2.76 (11), 4.045, and 5.125
 Americans with Disability Act (ADA) of 1990
 Americans with Disability Act – Amendments Act (ADA-AA) of 2008
 Wisconsin and Federal Family and Medical Leave Act
 Pregnancy Discrimination Act

5.0 PROCEDURES:

5.1 Eligibility for Paid Sick Leave

An employee holding a minimum of a 0.5 FTE (full time equivalent) budgeted position shall be eligible for paid sick leave upon date of hire. Provisional and temporary employees shall not be eligible for paid sick leave.

5.2 Subrogation

In the event the City makes any payment of sick leave benefits, 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 in accordance with Section 2.76(21) of the Revised Municipal Code.

5.3 GENERAL POLICIES - SICK LEAVE GENERALLY

5.3.1 Sick leave shall cover all absences from duty on account of the bona fide non-work-related illness or injury of an employee. Sick leave shall terminate when disability for work ceases. There shall be no payout of unused sick leave benefits during the course of an employee's employment or upon retirement or termination.

5.3.2 Health Care Provider Appointments. An employee's health care provider appointments are covered under paid sick leave. Said appointments shall be scheduled during non-work hours when possible, however, if an appointment must be scheduled during work hours it shall be scheduled as close to either the start or the end of the employee's workday as possible.

Definition of health care provider per Federal and Wisconsin Family and Medical Leave Acts: 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).

5.3.3 Three-Day Sick Leave.

Leave of three (3) consecutive days may be permitted without requiring the employee to submit verifiable proof of illness or injury, provided that the Department Head has other satisfactory evidence of bona fide illness or injury. When leave extends beyond three (3) consecutive days, a certificate from a health care provider, shall be furnished to the Department Head to verify the illness or injury.

The granting of sick leave for not more than three (3) days without the necessity of a certificate being furnished, is in all cases discretionary with the Department Head or immediate supervisor acting under the direction of the Department Head, and shall be subject to such verification as the Department Head or immediate supervisor shall require. The provisions hereinafter set forth for verification shall not be construed to prevent the Department Head or immediate supervisor from making such other investigation and verification as he/she considers proper.

5.3.4 Sick leave shall automatically cease upon an employee's termination date. No sick leave shall be allowed for an injury for which compensation is awarded under the Worker's Compensation law.

5.3.5 Violation of any of the rules and regulations of sick leave making any false report regarding illness, injury, or sick leave, shall subject the employee committing such violation, or making such false report, to disciplinary action up to and including termination.

5.3.6 It is the duty of any employee claiming the benefit of sick leave to comply with their respective department work rules, regulations, and policies and procedures. Failure to comply may result in the denial of sick leave benefits and/or discipline, up to and including termination.

5.3.7 Verification of Illness or injury. Any Department Head questioning the validity of a sick leave request reserves the right to investigate, including but not limited to, visiting the employee's residence, calling the employee, etc.

~~5.3.8 Alternate Duty. Employees off work because of a non-work-related illness or injury shall not be allowed to return to work prior to being released to full-duty (i.e., no alternate duty allowed) unless such is deemed necessary to comply with the requirements of State and/or Federal law (e.g., ADA, ADA-AA, etc.).~~

5.3.89 Termination of Paid Sick Leave Benefits. Ten (10) calendar days from the date a health care provider determines that an employee is permanently and totally disabled, or that the employee will never return to duty within the City of West Allis service, an employee will make application for disability retirement benefits under the State of Wisconsin's Department of Employee Trust Fund's (ETF) Wisconsin Retirement System (WRS), if he or she is otherwise eligible for such benefits. Ten (10) calendar days after the determination date of a disability by ETF, all benefits under this policy will cease and employment will simultaneously terminate, subject to existing rules regarding payment of benefits upon termination.

5.4 GENERAL POLICIES - SICK LEAVE ADMINISTRATION

5.4.1 Recording and Reporting. A record of all sick leave shall be kept in each department. In addition, there shall be a record made on the payroll report.

5.4.2 Calculation of Days. Actual working days from which an employee is absent due to illness or injury, shall be charged against the employee.

5.4.3 Illness or Injury on Vacation. Sick leave may be allowed in case of illness or injury occurring on vacation (and other vacation time may be allowed in lieu of that lost), provided a proper certificate, as described in Section 5.3.3 above, is filed. The privilege of allowing not more than three (3) days of sick leave without certificate shall not be extended however, to illness or injury while on vacation, and only certified illness or injury shall be recognized.

5.5 GENERAL POLICIES - ILLNESS OR INJURY DISABILITY PROGRAMS

5.5.1 **ACCUMULATION PLAN (PROGRAM B)**

(1) Employees Included. Employees hired on or after January 1, 1996 (Non-represented), March 22, 1996 (Nurses Unit), December 3, 1996 (Engineering Technician and Aides Association), and January 1, 1997 (Clerical Unit and Public Works Unit) are included in the accumulation plan. Employees are eligible for sick leave benefits upon date of hire. An employee appointed on or before the 15th day of any month shall be considered to accrue sick leave benefits for the month. An employee appointed after the 15th day of any month shall not accrue sick leave benefits until the next month. Sick leave benefit accrual is based on budgeted FTE (not on actual hours worked); those employees holding a budgeted position of less than full-time shall have their sick leave benefit hours prorated accordingly.

NOTE: Employees who work a schedule other than year round (such as a "school term" position), shall accrue based on their active

employment work schedule. Sick leave hours are to be used during the active employment period and cannot be used to extend the period of active employment.

- (2) Schedule of Benefits. Full time (40 hours/week) employees shall accrue ten (10) hours per month up to 120 hours per year with total accumulation not to exceed 2080 hours or maximum of one year.
- (3) Loss of Accrual. An employee's time spent beyond 30 calendar days on leave without pay or on layoff, and beyond 90 calendar days on leave with pay, shall not qualify as service time for sick leave benefit accrual purposes. An employee who stops accruing sick leave benefits in accordance with this paragraph shall begin to accrue sick leave benefits commencing on the first of the month following his/her return to duty for a period of 30 consecutive calendar days. Paid time off, except sick leave, (e.g. vacation, random holiday, comp time, funeral leave, holiday) or approved Voluntary Time Off, may be taken during the 30-day return period without causing this period to start all over again. However, any paid time off or approved Voluntary Time Off granted during this 30-day period will not count towards the 30 consecutive days, it will extend it.

For example: an employee returns to work for 10 days (i.e. must work another 20 days to complete the requisite 30-day period) and then takes 5 days of vacation; he/she would have to work another 20 days upon returning from vacation because the 5 days of vacation would not count towards the 30 consecutive days. If however, the employee takes sick leave (including health care provider appointments) any time during the 30-day period, the 30-day period would begin again no matter how many days the employee had worked before taking the sick leave (i.e. he or she would not receive credit for sick leave benefit accrual purposes for working any days in the 30-day period prior to taking the sick leave).

5.5.2 SICKNESS DISABILITY BENEFIT PLAN (PROGRAM A)

Employees Included. Employees hired prior to January 1, 1996 (Non-represented), March 22, 1996 (Nurses Unit), December 3, 1996 (Engineering Technician and Aides Association), and January 1, 1997 (Clerical Unit and Public Works Unit) are included under the Sickness Disability Benefit Plan.

Schedule of Benefits. This Plan is based on length of service and designed to cover two (2) types of contingencies:

- (1) THE SHORT TERM PLAN covers the first seven calendar days (five work days) of absence due to non-work related illness or injury and pays benefits from the first day of absence.
- (2) THE LONG TERM PLAN covers a period commencing with the eighth calendar day (sixth work day) and extending up to one full year of absence due to non-work related illness or injury. Benefits are paid according to the following schedule:

<u>Term of Employment</u>	<u>Benefit</u>
10 to 15 years	Full pay for 20 weeks; half pay for 32 weeks
15 to 20 years	Full pay for 26 weeks; half pay for 26 weeks
20 to 25 years	Full pay for 39 weeks; half pay for 13 weeks

25 years or more

Full pay for 52 weeks

"Full pay" and "half pay" shall be based on the employee's normal rate of pay as established by salary ordinance but excluding any other pay such as overtime, shift premiums, special duty pay or automobile allowance.

Successive Disabilities.

- (1) If an employee has returned to work for more than two (2) weeks following termination of the long term illness plan, short term sick leave is again invoked for the first seven (7) calendar days of absence because of the illness or injury.
- (2) If an employee has received long term illness plan benefits and is again absent on account of a non-work-related illness or injury within two (2) weeks after the termination of such period, any remaining benefits on account of such further illness or injury shall continue within the long term illness plan schedule (i.e., begin on the first day of absence instead of on the eighth day).
- (3) Successive periods of sick leave from any cause, shall be counted together as one period, in computing the period during which the employee shall be entitled to benefits, except that any illness or injury occurring after an employee has returned to work and has been continuously engaged thereafter in the performance of duty for thirteen (13) weeks, shall be considered as a new illness or injury and not as part of any disability which preceded such period of thirteen (13) weeks.

Paid time off, except sick leave, (vacation, scheduled or random holiday, compensation time, and funeral leave) and approved Voluntary Time Off may be taken during the 13-week period without causing this period to start all over again. However, any paid time off granted during the 13-week period would not count towards the 13 weeks, it would extend it.

For example: an employee is back to work for 6 weeks (and would thus have 7 weeks remaining) then he or she takes one week of vacation, the remaining weeks would still be seven as the week of vacation does not count towards the 13 weeks. If, however, the employee takes sick leave (including health care provider appointments), the 13-week time period would begin again no matter how many weeks the employee has towards it.

5.6 GENERAL POLICIES – ALTERNATE DUTY

5.6.1 When an employee who is eligible for paid sick leave is able to return to work with temporary physical restrictions following a non-work-related injury or illness, he/she may be assigned to temporary alternate duty jobs, which are consistent with their physical restrictions, prior to being released to full-duty. The alternate duty jobs may be in the employee's regular position, in their division or department, or in another City department, based on the type and duration of their restrictions.

5.6.2 The determination of whether an employee will be assigned alternate duty jobs shall be at the sole discretion of the City, as determined by the employee's Appointing Authority in consultation with the HR Department and, if applicable, the Appointing Authority in any department where alternate duty may be performed.

5.6.3 Unless otherwise required by State and/or Federal law (e.g., ADA, ADA-AA, etc.): 1) the City will not create a position to provide alternate duty jobs; and 2) assignment of alternate duty

jobs under the City's Worker's Compensation program shall take precedence over their assignment under the sick leave program (i.e., alternate duty jobs will only be assigned to employees on sick leave when they are not needed/occupied by employees on Worker's Compensation).

5.6.4 The City shall determine if/when alternate duty assignments will be commenced and how long they will continue.

5.6.5 An employee temporarily placed on alternate duty will receive regular full rate compensation for the hours so worked.