

**CITY OF WEST ALLIS  
RESOLUTION R-2023-0704**

**RESOLUTION TO ALIGN WORKER'S COMPENSATION PAY FOR ALL PUBLIC SAFETY  
EMPLOYEES**

**AMENDING POLICY # 1434 AND VARIOUS OTHER POLICIES**

**WHEREAS**, the common council desires to align worker's compensation pay for all sworn employees within the police and fire departments;

**WHEREAS**, the term "public safety employee" is the term used by the state for police officers and fire fighters under Wis. Stat. 111.70(1)(mm); and

**WHEREAS**, the city intends to use terminology that is consistent with the state in order to avoid confusion and promote consistent application of policies;

**NOW THEREFORE**, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, as follows:

**SECTION 1:**        **AMENDMENT** "1434 Worker's Compensation Benefits And Alternate Duty" of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

1434 Worker's Compensation Benefits And Alternate Duty

1. PURPOSE:

To describe the policies and procedures followed by the Human Resources Division and other City departments in regard to Worker's Compensation and Alternate Duty.

2. ORGANIZATIONS AND PERSONS AFFECTED:

This policy applies to all City of West Allis departments, boards, commissions, and employees.

3. POLICY:

An employee will be paid an established percentage of his/her earnings for absence due to a work-related injury or illness and may be assigned to alternate duty when he/she is able to return to work with temporary physical restrictions following a work-related injury or illness.

4. REFERENCES:

Wisconsin Statutes Chapter 102. City of West Allis Revised Municipal Code Section 2.76(22). Collective Bargaining Contracts (where applicable for public safety employees under Wis. Stat. 111.70~~protective service employees~~).

5. PROCEDURES:

a. GENERAL POLICIES - WORKER'S COMPENSATION

- i. The Worker's Compensation Program for the City is administered by the Human Resources Department, in compliance with the Wisconsin Statutes, administrative rules, City ordinances and collective bargaining agreements where applicable.
- ii. Worker's Compensation benefits shall be paid to an employee who sustains an injury while performing work within the scope of their employment as determined in accordance with the provisions of Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act).

~~Non-protective service employees and protective service~~

- (1) ~~employees not covered by a collective bargaining agreement~~ General Municipal Employees – Such employees Any employee who becomes eligible for Worker's Compensation and is not a public safety employee under Wis. Stat. 111.70 ~~who become eligible for Worker's Compensation~~ shall receive a percentage of their average weekly earnings for a temporary total disability and a portion thereof for a temporary partial disability, said amounts to be determined in accordance with the provisions of the Worker's Compensation Act.
- (2) ~~Protective service employees covered by a collective bargaining agreement~~ Public Safety Employees – Such employees Any public safety employee under Wis. Stat. 111.70 who becomes eligible for Worker's Compensation ~~who become eligible for Worker's Compensation~~ shall receive a certain percent of base salary as set forth in their collective bargaining agreement, as injury pay in lieu of Worker's Compensation, for the period of time the employee may be temporarily, totally or partially disabled because of injury. A public safety employee who is not subject to a collective bargaining agreement shall receive the same percent of base salary as public safety employees within their department who are subject to a collective bargaining agreement. For purposes of this paragraph, the term "base salary" means an employee's base salary pay rate, as authorized by the applicable salary ordinance in effect during the pay period in which the employee claims injury pay.
- iii. In receiving Worker's Compensation/injury pay, an employee acknowledges that the City will make a payroll adjustment to his/her biweekly pay check, deducting an amount in compliance with Section 5(a)(ii) above for that portion of the pay period he/she received Worker's Compensation/injury pay and the employee will make no subsequent claim for this amount. The Finance Department is authorized to make adjustments to worker's compensation cases to recoup pension contributions as the circumstances require. The payroll deduction will be administered so as not to reduce the employee's pension benefits.
- iv. Questions and disputes involving eligibility for Worker's Compensation/injury pay shall be determined under the Worker's Compensation Act and the substantive and procedural rules of the Department of Workforce Development (DWD) relating to Worker's Compensation.
- v. When an employee who has received benefits under this Policy, the employee's personal representative or other person entitled to make a claim or bring or maintain an action, as the result of injuries sustained by the employee, recovers damages against a third party on a claim or an action in tort arising out of the injury, the City shall be reimbursed for all payments made by it, or which the City may be obligated to make in the future, under this Policy, in accordance with the provisions of Section 102.29 Wis. Stats.
- b. GENERAL POLICIES - ALTERNATE DUTY
- i. An employee, who is able to return to work with temporary physical restrictions following a work-related injury or illness, may be assigned to alternate duty jobs in their regular position, in their division or

- department, or in another City department, based on the type and duration of their restrictions.
- ii. An employee temporarily placed on alternate duty will receive regular full rate compensation for the hours so worked.
- c. GENERAL POLICIES - HEAD INJURY Any injury that results in trauma to the scalp, skull, or brain can be classified as a Head Injury; a Head Injury can be either closed or open (penetrating). Specific problems after Head Injury can include, but are not limited to, skull fracture, lacerations to the scalp, bruising to the brain, a hematoma, hemorrhage, concussion, and in severe cases, coma or death; underlying medical conditions (such as use of blood thinners) may exacerbate said problems. Common symptoms of Head Injury include confusion, drowsiness, lightheadedness or dizziness, nausea, vomiting, problems with balance, and headache. As head injuries can be life-threatening, even with apparently slight injuries, reasonable precautionary measures to insure the safety and well-being of employees are to be adhered to.
  - i. An employee is responsible to report a Head Injury, no matter how minor it may seem, to their supervisor and/or the Safety and Training Coordinator upon its occurrence.
  - ii. The employee shall be counseled by their supervisor and/or Safety and Training Coordinator about head injuries and when appropriate, recommend the employee seek medical treatment; if it is determined that a medical emergency exists, emergency medical procedures are to be followed.
- d. RESPONSIBILITIES
  - i. Safety and Training Coordinator:
    - (1) Encourage employees to return to work as soon as medically possible following an injury or illness.
    - (2) Ensure that an employee furnishes the requisite written physician's statements indicating return-to-work dates and work restrictions, if any, immediately following their medical appointments and/or prior to the commencement of the next workday.
    - (3) Work in cooperation with the Human Resources Department and the involved Department Head to make temporary job assignments in keeping with the employee's restrictions. Prior to the employee's commencement of alternate duty work, meet with the employee and his/her supervisor to review and assure compliance with the restrictions.
    - (4) Contact the employee's physician, as necessary, to determine the physical restrictions of the employee and to explain the City's willingness to assign temporary alternate work duties.
    - (5) If the physician places restrictions on an employee, ascertain the duration of said restrictions and establish a review date at which time the restrictions will be reconsidered (i.e. determine if restrictions are to continue and/or when the employee will be able to return to unrestricted activity).
    - (6) Monitor scheduling of medical appointments to ensure the employee's compliance with section 5(d)(iii)(5) below. At the request of the employee's supervisor, reschedule workday appointments to comply with said provisions.
  - ii. Human Resources Department and Department/Division Head:
    - (1) In consultation with the Safety and Training Coordinator, assign a temporarily disabled employee to alternate duty jobs in keeping with the restrictions imposed by the physician.
    - (2) Refer all questions on work restrictions to the Safety and

Training Coordinator for discussion and resolution.

- (3) Ensure that a supervisor only allows an employee to work within their assigned restrictions and that the period of alternate duty does not exceed that required by the physician.

iii. Employee:

- (1) Comply with all the requirements of the Human Resources Department with respect to reporting requirements and physician visits.
- (2) Submit all physician statements, return-to-work forms and any other necessary documentation requested by the City to make the Worker's Compensation and/or alternate duty determinations.
- (3) Comply with the physician's restrictions, advice and orders.
- (4) Refrain from performing outside/secondary employment and/or activities that are inconsistent with the physician's restrictions, for the period of time the employee is receiving temporary total or temporary partial disability benefits.
- (5) Schedule Worker's Compensation medical appointments 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. See 5(d)(i)(6) above.
- (6) An employee's failure to comply with the provisions of this Policy may result in disciplinary action, up to and including termination of employment. **Effective Date: 1/1/82**  
**Revision Date: 2/17/15**

**SECTION 2:        AMENDMENT** "204 Social Media Policy" of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

204 Social Media Policy

1. PURPOSE

To establish City of West Allis's (hereinafter "City") general standards and responsibilities for the acceptable use of Social Media.

2. ORGANIZATIONS AND PERSONS AFFECTED

This policy applies to all City Officers, departments, boards, commissions, committees, authorities, volunteers and employees [except public safety employees under Wis. Stat. 111.70 ~~protective service employees~~, unless otherwise included by City Ordinance or Policy and Procedure]. This policy also applies to public users who interact, publish, or post content to City Social Media.

3. POLICY

Technology continues to expand and redefine interactions within communities. Social Media tools can improve interactivity and involvement between government and the public in ways that reach new and different populations beyond the scope of traditional media outlets. The City and its City Officers, departments, boards, commissions, committees, and authorities, may choose a combination of traditional media and social media to complement each other in order to disseminate information and engage the community. The City has a fundamental interest and obligation to manage and monitor information that is disseminated by and through Social Media Accounts associated with the City. This policy governs the use, administration,

management, monitoring, and retention of Social Media and Social Media Content, consistent with state, federal, and local laws, regulations and in line with City goals.

#### 4. REFERENCES

City of West Allis Electronic Communication Policy 1311  
City's Anti-Harassment and Anti-Retaliation Policy 1436  
City's Political Activities Policy 1423 Electronic Communications Privacy Act of 1986 (18 U.S.C. §§ 2510-2711) Wisconsin Statutes Section 947.0125 Wisconsin Social Media Protections Act (Wisconsin Statutes § 995.55)

#### 5. DEFINITIONS

- a. Authorized Social Media User (hereinafter "Authorized User") - A City Officer or employee responsible for the creation, use, publishing, posting, administration, management, monitoring, and/or retention of Social Media, Social Media tools or web sites, and/or Social Media Content, in the name of or on behalf of the City or any City officers, departments, boards, commissions, committees and authorities, volunteers and employees.
- b. Blog- (short for web-log) An online journal, irrespective of length, that is frequently updated and intended for general public consumption. Blogs generally represent the personality and opinion of the author or reflect the purpose and opinion of the website that hosts the blogs.
- c. Candidate website- Means a website or social media account for a person currently running for a political office or position.
- d. City Officer- Any City elected or appointed official or any member of a City board, commission, committee, or authority.
- e. City Social Media Accounts- Any blog, chat room, forum, social media site and/or website under the direction and control of the City, including, but not limited to, all City Officers, departments, boards, committees, commissions, or authorities.
- f. City Information System- A system designed for the collection, organization, storage, and communication of information as run and controlled by the City.
- g. Cookies- An electronic packet of data sent by an internet server and a browser or website used to identify the user or track his/her access to the server.
- h. Corporate Commercial Website- means a promotional website or social media account for a corporate commercial entity.
- i. Covered Personnel- Any City Officer, employee, or volunteer.
- j. Forum- An online discussion group where people can post comments, information, images, or other electronic content, either anonymously or with personal identity.
- k. Interactive Communication- A dynamic flow of information where users or participants can engage in two-way communication rather than simply passive observation of information.
- l. Limited Public Forum- A public forum created by the government voluntarily for expressive activity that may be restricted as to subject matter or class of speaker.
- m. Link or Hyperlink- A hypertext file or document which connects a user to another location or file, typically activated by clicking on a highlighted word or image on the screen.
- n. Malware- Software that is intended to damage or disable computers and computer systems or electronic communication devices.
- o. Personal Identification Information- Information and documents as defined under Wisconsin Statute Sections 943.201(1)(a) and (b).
- p. Personal Social Media Accounts- Any blog, chat room, forum, social media site and/or website created or configured by an individual or entity for individual, social, or entertainment purposes. (Examples include, but are not limited to, Facebook, Foursquare, Twitter, and Google+).

- q. Posts- Comments, information, images, or other electronic content left by a user/person on a blog, social media site, or other website.
- r. Public User- Any person or entity utilizing a personal social media account who is not acting as an Authorized User. Covered Personnel using a personal social media account may also be a public user if they are not acting in their capacity as an Authorized User.
- s. Publish- Comments, information, images, or other electronic content that is made or disseminated via social media, websites, or other publically open electronic forum.
- t. Site Operator- The entities that manage or control each social media platform (e.g. Facebook, Google, Instagram, LinkedIn, etc.)
- u. Social Media- Internet technologies that facilitate and promote interactive communication, participation, and collaboration. Examples of social media include, but are not limited to, the web sites and applications Blogger, Facebook, LinkedIn, Twitter, Tumblr, Foursquare, Meetup.com, Flickr, YouTube, Yelp, Second Life, and Wikipedia, and the interactive tools and functions they provide to users.
- v. Social Media Content- Any messages, materials, documents, photographs, videos, graphics, and other information that is created, posted, distributed, transmitted, or published using Social Media internet sites or Social Media tools.
- w. Visitor- Any person or entity who is not acting in the name of or on behalf of the City or any City officers, departments, boards, commissions, committees and authorities, volunteers and employees, that uses, posts, views, or otherwise utilizes a City Social Media Account.
- x. Volunteer- A person recognized and authorized by the City to perform services for the City without promise, expectation, or receipt of compensation for services rendered. The receipt of reimbursement for authorized expenses does not constitute compensation as used herein.
- y. Work Shift- The assigned or designated period of time that the Authorized User engages in City employment-related activities for arranged or negotiated compensation.

## 6. PROCEDURES

All City Social Media Accounts shall be operated in conformance with, and be consistent with applicable state, federal, and local laws, regulations, and policies, including all information technology security policies, public record laws, and applicable record retention laws. Covered Personnel shall not blur or combine their personal and professional lives when operating City or Personal Social Media Accounts. The guidelines and restrictions within this Policy should not be construed in a manner that unlawfully interferes with any applicable employee rights provided under state or federal law, including but not limited to, Section 7 of the National Labor Relations Act.

### a. Communications Department

- i. The Communications Department, by the Director of Communications or his/her designee, shall oversee City Social Media Accounts. This includes, but is not limited to:
  - (1) Developing standards and processes for creating and managing City Social Media accounts (i.e. operational and use guidelines).
  - (2) Ensuring compliance of this policy and any guidelines developed thereunder.
  - (3) Authorizing the creation of City Social Media Accounts.
  - (4) Confirming the appointment of Authorized Users.
  - (5) Maintaining accurate lists of City Social Media Account domains, log-in information, and passwords.

- (6) Ensuring that a City Social Media Account's password and/or log-in information is changed upon the designation of a different Authorized User to that account.
- (7) Developing departmental and city-wide branding/design standards.
- ii. The Director of Communications or his/her designee shall be authorized to immediately edit or remove posts on City Social Media Accounts that violate this policy. Where practicable, Director of Communications or his/her designee will consult with the City Attorney's Office prior to deleting content.
- b. Department Heads and City Officers:
  - i. Departments shall only establish or terminate a City Social Media Account with the approval of the department head AND the Director of Communications or his/her designee.
  - ii. City Officers shall consult with the Director of Communications or his/her designee prior to establishing or terminating a City Social Media Account. The establishment and use of a City Social Media Account shall be done in accordance with the procedures implemented by the Director of Communications. City Officers with a City Social Media Account will be deemed to be the Authorized User for that City Social Media Account.
  - iii. Department heads shall inform the Director of Communications or his/her designee of any changes to Authorized Users as soon as reasonably practical.
  - iv. Department heads whose departments have City Social Media Accounts must comply with this policy. Those departments with City Social Media Accounts may also create additional guidelines for their accounts only if those guidelines are consistent with this Policy and are more restrictive than this policy, any guidelines established hereunder by the Director of Communications, and are approved by the Director of Communications or his/her designee. City Officers shall comply with this Policy for posting on City Social Media Accounts and may seek guidance or clarification from the Communications Department.
  - v. For each City Social Media Account that is approved for use, the Authorized User must provide the following documentation to the Communications Department:
    - (1) A signed and dated operational and use guidelines (The department shall adopt this Policy in its entirety and may create its own guidelines in addition to this Policy per 6(b) (iv). A signed copy of this policy, in addition to any other social media guidelines implemented by the department, must be provided to the Communications Department).
    - (2) Signed and dated "Terms of Use" and the privacy controls/policy for each Social Media Account and each Authorized Social Media User. For example, if the department has a Facebook page, each authorized user will be required to print the general Facebook "Terms of Use," review said document, and sign and date that s/he has read the document.
  - vi. City Social Media pages must clearly identify the pages as created and/or managed by the applicable department, board, officer, commission, committee, or authority of the City.
  - vii. All City Social Media Accounts must prominently display, on the first

page accessible to site visitors, hyperlinks to the City's official internet site at [www.westalliswi.gov](http://www.westalliswi.gov).

c. Authorized Users

- i. No Authorized User may establish a City Social Media Account in the name of or on behalf of the City or any City Department unless the City Social Media Account has been approved by the Director of Communications, or his/her designee, and the department head of the department seeking to establish a City Social Media Account.
- ii. Authorized Users shall use City Social Media Accounts for City and Department business purposes only. Use for communications and postings that are not directly related to City or Department business purposes is prohibited.
- iii. Authorized Users are not permitted to share log-in information with anyone but the department head and/or the Director of Communications or his/her designee.
- iv. Any content that is published, posted, or hyperlinked to in any capacity by an Authorized User to a City Social Media Account must be related to a mission, service, goal, or objective of the City, department, officer, board, commission, committee, or authority of the City.
- v. If possible via the Social Media platform, each City Social Media Account will have mission statement which will create a general topic for the City Social Media Account.
- vi. Any content published by the Authorized User must have a specific and declared topic to narrowly tailor discussions that may result from the published content. The Director of Communications or his/her designee may assist Authorized Users in creating and declaring discussion topics in order to help narrowly tailor discussions on City Social Media Accounts.
- vii. City Social Media Accounts must be monitored regularly and content kept current with updates and/or new postings. City Social Media Accounts are not meant to replace the City website for official dissemination of City information. Information found on the City Social Media Accounts may also be placed, as deemed appropriate by the Director of Communications or his/her designee, on the City website.
- viii. Authorized Users shall report unauthorized uses of City Social Media Accounts to the Director of Communications or his/her designee as soon as the unauthorized use is discovered.
- ix. Authorized Users are expected to be attentive and careful in their use of City Social Media Accounts. Authorized Users shall not combine or mix Personal Social Media Accounts and activity with City Social Media Accounts. Authorized Users must be mindful that content posted on their Personal Social Media Account may be perceived as official City business and tailor their use of personal social media accordingly.
- x. City Social Media Accounts shall not 'friend', 'like', 'follow', or otherwise connect with:
  - (1) Candidate Sites or pages advocating a position on a City or other ballot issue. A City Social Media Account may remain connected with a City Officer's City Social Media Account so long as the City Officer's City Social Media Account does not advocate a candidate or position on a City or other ballot issue.
  - (2) Corporate Commercial Websites that promote companies or



subsidiaries whose business is derived from the sale or manufacture of tobacco products, alcoholic beverages, or sexual/adult-oriented products.

(3) Religious or political organizations.

(4) Individual Personal Social Media Accounts.

- x. City Social Media Accounts may 'friend', 'like', 'follow', or otherwise connect with:
  - (1) Other City Social Media Accounts.
  - (2) Corporate Commercial Websites not prohibited by 6(c)(x)(2).
  - (3) Entities that have been identified by the City as being part of a City program promoting a neighborhood economic development for a target area.
- xii. If an Authorized User is communicating or messaging through an Authorized Social Media Account, the Authorized User must use a method of communication that is archived by the City and retained under records retention protocol. Any such messages received or sent will be treated as work-related emails and, as such, is open to public records.
- xiii. Authorized Users may only use City Social Media Accounts during their normal working hours unless otherwise authorized by their department head. Overtime is not approved for Social Media usage outside of normal working hours unless prior approval has been granted by the User's department head.

d. Public Users

- i. City Social Media Accounts will be considered "limited public forums" under the First Amendment on accounts that allow visitors to post comments, publish content, or otherwise allow public electronic communication.
- ii. If interactive communications are permitted on City Social Media Accounts, the terms of use for visitors to the social media page will be posted prominently on the City Social Media Account page, unless prohibited by the terms of use governing the social media account and the site operator.
- iii. Each discussion or thread with interactive communication capabilities must have a specific and declared topic or description of the topic which may be addressed by users in the comments or discussion section. Posts may be removed if they are not directly related to those topics or are determined to be an unacceptable use. See section 6(f) of this policy.
- iv. Visitors to the City Social Media Accounts must comply with the terms of use and privacy policies of the site operator, and are subject to the site operator's practices regarding the collection and retention of passive information (e.g. cookies) and other information from and about visitors.
- v. All postings or publications on City Social Media Accounts will be retained by the City, regardless whether the content is posted by a Visitor, Public user, or Authorized User, as required by applicable law, City Policy and/or procedure established by the Director of Communications.
- vi. All postings may be subject to public records and disclosure laws, as well as discovery in litigation.
- vii. Visitors to the City Social Media Account page should have no expectation of privacy or confidentiality with respect to any content they post or publish to the site, and the City has no responsibility for

- maintaining any such privacy or confidentiality.
- viii. A comment posted or information published by a member of the public on any City Social Media Account is the opinion of the commenter or poster only, and publication of a comment does not imply any endorsement or agreement by the City, nor do such comments necessarily reflect the opinions or policies of the City.
  - ix. Communications or publications that are unacceptable uses, as defined in Section 6(g) of this policy, may be removed by an Authorized User or Communications Department and documented by the department that removed the post.
    - (1) The procedure for documenting the unacceptable use will be determined by the Director of Communications or his designee but shall at least include retention of an electronic copy or physical copy of the unacceptable use including identification of the City Social Media Account affected and who had posted or published the unacceptable use.
- e. Denying Access to City Social Media Accounts
- i. The City reserves the right to deny access to City Social Media Accounts to any individual who violates this Social Media Policy, at any time and without prior notice. A person who is denied access, banned, or otherwise blocked from a City Social Media Account will remain blocked for one (1) year and can submit a request through the specific City Social Media Account to be permitted access to that City Social Media Account after the one (1) year ban has expired.
  - ii. Any person who is blocked by the City from a City Social Media Account may appeal that designation by submitting an appeal in writing to the City Clerk's Office. That appeal must occur during the one (1) year ban.
- f. Personal Social Media Accounts
- i. Using Non-City Information Systems: This Policy is not intended to govern Covered Personnel's establishment or use of Personal Social Media Accounts for personal purposes, on non-work time, and using non-City information systems. However, because some such personal uses of Social Media may reflect on the City by appearing to represent City policy and/or views or to be on behalf of the City, the following criteria apply to Covered Personnel's use of Personal Social Media Accounts, regardless of whether they use City or non-City information systems:
    - (1) These sites must remain personal in nature and be used to share personal opinions or information. Postings and user profiles on Personal Social Media Accounts must not state or imply that the views, conclusions, statements or other Social Media content are an official policy, statement, position, or communication of the City or represent the views of the City or any City departments, officer, boards, commissions, committees, and authorities or Covered Personnel acting in their official capacity.
    - (2) Covered Personnel should never use their City email accounts or passwords in conjunction with their Personal Social Media Accounts (e.g., they must access these sites through their own personal email accounts such as Gmail, yahoo, etc.).
    - (3) Covered Personnel must comply with Section 5(c) of the City's Electronic Communication Policy 1311 regarding use of access to Personal Social Media Sites on work time.

- (4) Covered Personnel must not conduct any official City business on their Personal Social Media Accounts unless required by the terms of use of the Social Media platform and authorized by the Director of Communications or his/her designee.
- ii. Using City Information Systems: In addition to the criteria set forth in 6(f)(i)(1) - 6(f)(i)(4) above, Covered Personnel accessing and using Personal Social Media Accounts by means of City Information Systems are subject to the following criteria:
  - (1) Covered Personnel shall comply with all applicable City policies (e.g. Electronic Communications Policy 1311).

g. Unacceptable Uses

The City considers the activities and uses of Social Media listed below to be unacceptable. The City reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable laws. Covered Personnel and Public Users are prohibited from engaging in any of these unacceptable uses on City Social Media Accounts:

- i. Using City Social Media Accounts in a manner that does not comply with federal, state, or local laws and regulations, with City and department policies, or encourages illegal activity.
- ii. Using City Social Media in a manner that:
  - (1) Is not topically related to the particular City Social Media Account's mission statement or that has deviated off topic from the individual post or publication on the City Social Media Account;
  - (2) Violates the copyright, trademark, or other intellectual property rights of any person or entity, or otherwise violates their legal ownership interests;
  - (3) Includes content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status in regards to public assistance, national origin, mental or physical disability, or sexual orientation, or any other legally protected status;
  - (4) Contains language or content that is threatening, abusive, profane, or otherwise disorderly;
  - (5) Includes materials that is harassing or contains threats defamatory, fraudulent, or discriminatory content; and/or the post contains a violation of federal or state laws, local ordinances, or regulations;
  - (6) Violates the terms of use governing the use of any Social Media Content, including but not limited to software and other intellectual property license;
  - (7) Displays or hyperlinks to sexual content including but not limited to sexually explicit images, cartoons, jokes, messages, or other material in violation of the City's Anti-Harassment and Anti-Retaliation Policy (1436), and state or federal law;
  - (8) Violates City Policy relating to "Political Activities" (e.g. Policy 1423);
  - (9) Violates the City's Code of Ethics or any other applicable City Policy or Regulation governing behavior.
  - (10) Contains information or materials that are not releasable under public records laws or that may tend to compromise the security of City networks or information systems. This includes content that is confidential or "for official use"

documents, information protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other federal, state, or local laws and regulations (except as permitted under such laws and regulations), as well as social security numbers, personal identification information, and malware. “Confidential Information” does not include terms and conditions of employment;

- (11) Violates the terms of use governing the City Social Media Account. This list is not exhaustive. Questions about particular uses of Social Media or particular Social Media Content should be directed to the Director of Communications or his/her designee who, in turn, shall consult with the City Attorney as necessary.

h. Security

- i. Authorized Users must be mindful of security and how to best prevent fraud or unauthorized access to the City Social Media Accounts. In almost every case where an attacker accesses a system without authorization, they do so with the intent to cause harm.
- ii. In order to minimize the possibility of security or confidentiality breaches of City Social Media Accounts, Authorized Users must:
  - (1) Participate in Social Media security training designed to educate Authorized Users about the risks of information disclosure when using Social Media, and make them aware of various attack mechanisms. Training programs and frequency will be created by the Director of Communications or his/her designee and is mandatory for all Authorized Users to complete.
  - (2) Each Authorized User must print, read, and initial the terms of use and privacy controls (if applicable or available) for each account that the Authorized User manages in compliance with Section 6(b)(v)(2) of this policy. This is to ensure compliance and protect the security of City Social Media Accounts.
  - (3) Not allow another person to utilize the Authorized User’s credentials or log-in information to manage a City Social Media Account post/publish content on the City Social Media Account.
- iii. Passwords- To prevent unauthorized users access to City Social Media Accounts, each Authorized User shall follow City Policies (e.g. Electronic Communication Policy 1311) and any procedures established by the Director of Communications or his/her designee as related to passwords.
- iv. Departments with City Social Media Accounts shall provide the Director of Communications, or his/her designee, with log-in information, including username and password, for the account. The Director of Communications or his/her designee will keep a list of account access information for immediate access to the Department-run City Social Media Accounts to ensure compliance with the security and integrity of the City Social Media Accounts.

7. RECORDS MANAGEMENT AND RETENTION

Communication through City Social Media Accounts is considered a public record. All City Social Media Accounts shall adhere to applicable state, federal and local laws, regulations and policies, including all Information Technology and Records Management policies of the City, as well as other applicable City policies. The Wisconsin Public Records Law applies to Social Media Content and therefore, such

content within City Social Media Accounts must be able to be managed, stored and retrieved to comply with these laws. The Communications Department will be responsible for any retention or dissemination of public records within their City Social Media Accounts and compliance with the applicable record management laws and policies of the City. Any City Officers, departments, boards, commissions, committees, authorities, volunteers and employees that maintains a privately held or maintained account that that is not approved and managed in accordance with this policy and through the Communications Department is subject to a records request will be the custodian of those records and will be responsible for the archival and retrieval of those records. All content created, received, transmitted, stored on, or deleted from City information systems is exclusively the property of the City or, to the extent provided by applicable law, of the person or entity that created or owns the copyright or trademark rights to that content.

#### 8. POLICY COMPLIANCE AND VIOLATIONS

Department heads shall be responsible for compliance and enforcement of this Policy within their Departments and for any Volunteers with their department. The Director of Communications or his/her designee shall be responsible for compliance and enforcement of this Policy with respect to City Officers and Volunteers not associated with a specific department. Covered Personnel who violate this Policy, or any other City or Department policy or procedure pertaining hereto, may be subject to disciplinary action, up to and including termination of employment.

#### 9. WEST ALLIS PUBLIC LIBRARY SOCIAL MEDIA CODE OF CONDUCT

Social media is defined as any website or mobile application maintained by the West Allis Public Library that allows the library and its patrons to interact in a virtual environment. The library uses a variety of social media outlets and encourages all patrons to contribute to this form of community engagement. The library does reserve the right to approve or edit all interactions and may block or remove any interactions that contain the following:

- a. Obscene, profane or sexual content.
- b. Conduct or encouragement of illegal activities.
- c. Content that violates legal ownership of any other party.
- d. Personal threats, insults or attacks.
- e. Potentially libelous statements.
- f. Organized political or religious activity or proselytizing.
- g. Private or personal information published without consent or about a minor.
- h. Any information that may compromise the safety of the public or public systems.
- i. Commercial promotions or spam.
- j. Content that promotes, fosters or perpetuates unlawful discrimination against individuals on the basis of any legally protected status.
- k. Any images, video or sound recordings related to any of the above.

The Library reserves the right to terminate a user's access to comment features upon breach of these guidelines.

By publishing any comments, posts or other materials (including photos) on the library's social media pages, you give the library the right to reproduce, distribute, publish, display, edit, modify, delete and otherwise use your submissions for any purpose in any form on any media.

As a form of government, all comments are considered public comment and therefore retained and archived. You participate at your own risk, taking personal responsibility for your comments, your username and any information provided. Appearance of external links does not constitute official endorsement on behalf of the library.

Submission of content to any of the library's social media websites or applications constitutes acceptance of these guidelines and indemnifies the

West Allis Public Library and/or the City of West Allis and its employees from and against all liabilities, judgments, damages and costs incurred by any which arise out of or are related to the posted content including claims by a third party related to any posted material. Neither the West Allis Public Library or the City of West Allis are obligated to take any of the above actions and neither is responsible or liable for any content posted by any user. Any content posted on the library's website is public record and is regulated by the Wisconsin State Public Records Law.

~~Effective Date: 10/21/14~~

~~Revision Date: 9/4/18~~

**SECTION 3:**        **AMENDMENT** “309 Workplace Communications” of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

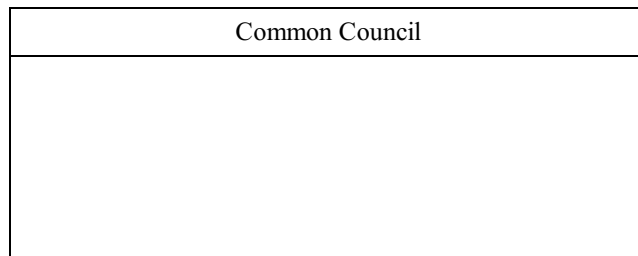
#### AMENDMENT

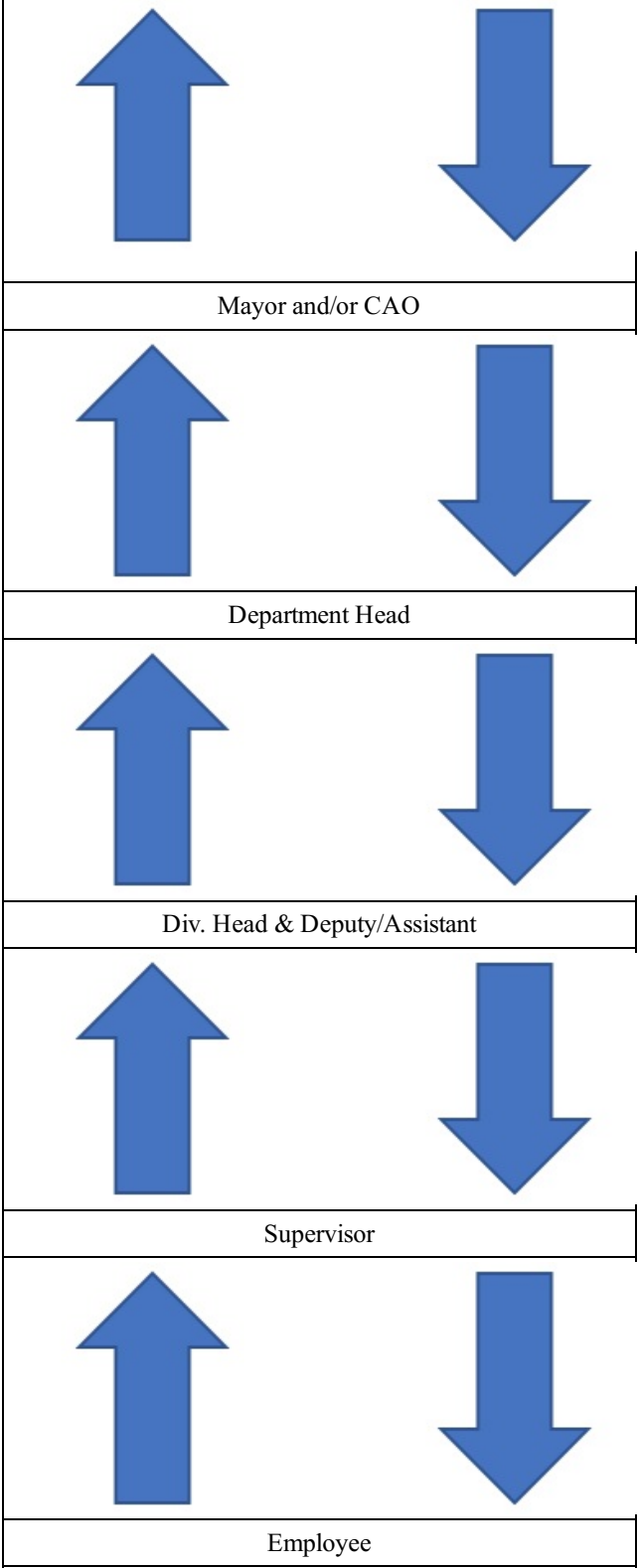
##### 309 Workplace Communications

1. **PURPOSE:** To describe the policies and procedures to be followed by all City staff for addressing questions, concerns, opinions or suggestions pertaining to any aspect of work.
2. **ORGANIZATIONS AND PERSONS AFFECTED:** This policy applies to all City of West Allis departments, boards, commissions, and employees except public safety employees under Wis. Stat. 111.70 ~~protective service employees~~, unless otherwise included by City Ordinance or Policy and Procedure.
3. **POLICY:** It is the policy of the City of West Allis to foster an environment where an individual's worth is encouraged and where communication is both welcome and valued. Misunderstandings, conflicts, questions or concerns can arise in any organization. In order to ensure cohesive working relations and provide efficient and effective services to our community, it is important such matters be addressed and, as necessary, resolved in a timely and efficient manner, following an orderly line of organization and protocol. (Nothing in this policy is meant to controvert matters, responsibilities, and powers reserved to the Common Council and its members, nor infringe upon an individual's constitutional rights and privileges.)
4. **REFERENCES:** City of West Allis Revised Municipal Code, Sections 2.095 and 2.76(4) City of West Allis Revised Municipal Code, Chapter II – Subchapter II, Department of Administration and Finance City of West Allis Budget City of West Allis Policies and Procedures Manual, Policy 401 – Policies of the Mayor's Office City of West Allis Policies and Procedures Manual, Policy 403 – Shared Responsibilities of Mayor and City Administrative Officer City of West Allis Policies and Procedures Manual, Policy 1436 – Anti-harassment and Anti-Retaliation City of West Allis Organizational Chart
5. **PROCEDURES:**
  - a. **GENERAL POLICIES**
    - i. An employee shall have the opportunity, and is responsible for bringing forward any work-related questions, concerns, opinions, or suggestions.
    - ii. Supervisors have the responsibility to listen to and address, as applicable, any work-related questions, concerns, opinions or suggestions presented to them by their employees.
  - b. **OPEN DOOR** While the City of West Allis follows a Chain of Command organizational structure (Section 5(c)), it encourages and instills a sense of

transparency and openness wherein employees may offer suggestions and ideas, provide or solicit feedback, seek personal or professional counsel, or address concerns. The City promotes this concept through various avenues, such as the Suggestion Award Program and Employee Assistance Program. Further, it encourages the flow of communication across all levels of the organization when the circumstances necessitate or deem it appropriate (e.g. a benefit issue which is overseen by the Human Resources Division, a discrimination complaint wherein City policy establishes reporting protocol, etc.). An employee is able to go to their supervisor, their department/division manager, HR Manager, City Administrative Officer, Mayor, the Common Council or any other department/division supervisor/manager which is applicable to their issue (e.g. Finance Manager with a paycheck issue).

- c. CHAIN OF COMMAND The City of West Allis operates under a traditional Chain of Command organizational structure wherein authority and power is wielded and delegated from top management to every employee at every level of the organization. Instructions flow downward along the Chain of Command and accountability flows upward. The City’s Organizational Chart outlines the Chain of Command and is reviewed and published on an annual basis as an outcome of the City’s annual budget process approved by the Common Council. Employees are expected to follow the Chain of Command unless circumstances necessitate otherwise.
  - i. The ultimate decision concerning policy in the City resides by law with the Common Council under the leadership of the Mayor.
  - ii. The City Administrative Officer/Clerk-Treasurer (CAO) assists the Mayor in his/her day-to-day role of direction and operation of the City by ensuring all City ordinances and State/federal laws are observed and enforced, resolutions, policies and programs are efficiently administered, and all City officers and employees discharge their duties. The CAO coordinates internal activities of City operations as authorized by the Common Council, approved by the Mayor, or as requested by Departments.
  - iii. All departments shall, through the Chain of Command, be responsible to the Common Council through the Mayor and/or CAO. The departments, through the Chain of Command, shall cooperate with the Mayor and/or CAO, comply with requests relative to their powers and duties, and assist them in providing professional advice to the Common Council. The hierarchy within the City is as follows:
    - (1) Common Council
    - (2) Mayor and/or CAO
    - (3) Department Heads (Executive Service<sup>1</sup>, City Attorney, Municipal Judge)
    - (4) Division Heads (Managerial Service<sup>2</sup>) or Deputy/Assistant Service<sup>3</sup>
    - (5) Supervisory Employees in the Classified Service<sup>4</sup>
    - (6) All other employees in the Classified Service<sup>4</sup>





An employee shall refer matters to his/her immediate supervisor, who shall refer such matters to the next higher authority, and when necessary through the Mayor and/or CAO to the Common Council.



- iv. An employee is expected to keep the person he/she reports to informed of his/her activities by whatever means the supervisor deems appropriate.
- v. If an employee has any questions, concerns, opinions or suggestions about any employment related matter, they should be directed through the Chain of Command unless as otherwise noted herein. Generally, an employee is encouraged to approach an individual first in an attempt to seek resolution to a concern, issue, problem, or conflict with said individual. If that approach does not provide resolution, then the employee must address the problem through the employee's immediate supervisor and onward through the Chain of Command.
- vi. If an employee feels harassed or discriminated against by another person, the employee is directed to follow the procedures set forth in the Anti-Harassment and Anti-Retaliation Policy 1436.
- vii. An employee who receives a non-routine directive or request that falls outside their authority from any citizen, business representative or elected or appointed official, shall immediately report such directive or request to the employee's immediate supervisor. No such directive or request shall be fulfilled unless permission to do so is given by the employee's immediate supervisor.

<sup>1</sup>Executive Service: those individuals who have direct authority and responsibility over one (1) or more major functional and/or operational area of the City government and who, as a result of this authority and responsibility, can commit and allocate resources within the limits of the approved budget. These individuals participate in the formulation, determination and implementation of management policy and have discretion to allocate and use resources in the administration of their functions. <sup>2</sup>Managerial Service: those individuals who have delegated authority and responsibility over one (1) functional and/or operational area of City government and who, as a result of this delegated authority and responsibility, can commit and allocate resources within the limits of the approved budget. These individuals work under the direction of a department head. These individuals are not officers of the City. <sup>3</sup>Deputy/Assistant Service: those individuals who do not have direct authority and responsibility over one (1) or more functional and/or operational areas of City government, but may be delegated this authority and responsibility from time to time in the absence of the Executive Manager. This service includes deputies or assistants to heads of departments and administrative divisions. These individuals do not normally have discretion to allocate and use their own time in the administration of the departmental/division/bureau functions, and any time worked outside normal working hours must be approved. <sup>4</sup>Classified Service: All other offices and positions shall be included in the classified service, unless otherwise determined from time to time by action of the Common Council. The classified service shall be organized and consist of the following: (1) Supervisor, (2) Professional, (3) Confidential, and (4) Municipal Employee Service. ~~Effective Date: 09/03/13~~

**SECTION 4: AMENDMENT** "805 Legal Representation Of City Employees And Officers" of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

805 Legal Representation Of City Employees And Officers

1. PURPOSE:

To describe the limits within which the City of West Allis and the Office of the City Attorney may provide for legal representation of City officials and employees, including members of City boards and commissions, with respect to acts done in the course of their employment in which they are involved in their individual capacities. Representation in these matters is limited to federal and state civil actions and special proceedings, except as otherwise provided herein.

2. ORGANIZATIONS AFFECTED:

All City departments and City boards and commissions.

3. POLICY:

This statement of policy describes the limits within which the City and the Office of the City Attorney may provide for legal representation of City officers and employees with respect to matters arising out of their official duties. Representation in these matters is limited to federal and state civil actions and special proceedings.

4. REFERENCES:

Section 2.15, City of West Allis Revised Municipal Code. Sections 62.09(12), 62.115, 893.80, and 895.46, Wisconsin Statutes.

5. PROCEDURES:

a. RESPONSIBILITY

i. The City Attorney is responsible for the implementation of this policy.

b. GENERAL POLICIES

i. The Office of the City Attorney will provide for representation of a City official or employee in any action or special proceeding, if the acts which constitute the subject of the action or proceeding reasonably appear to have been performed within the scope of employment, and such representation is not precluded under Paragraph 5(b)(iii) of this statement of policy.

ii. When several officials or employees, otherwise entitled to representation by the Office of the City Attorney, have sufficiently conflicting interests, which in the view of the City Attorney preclude representation of each such official or employee, the City will pay reasonable Attorney fees and the costs of defense for each official or employee who is not provided representation by the Office of the City Attorney.

iii. The City will not pay for legal representation, nor will the Office of the City Attorney provide for representation whenever:

(1) Defense of the official or employee would oppose positions maintained by the municipal government of the City.

(2) Representation is sought in conjunction with a criminal proceeding or investigation in which an official or employee is the subject.

(3) The act or acts with regard to which the official or employee requires representation do not reasonably appear to have been performed within the scope of employment within the municipal government of the City.

(4) It is otherwise determined by the Common Council that it is not in the interests of the City to provide representation for the official or employee.

iv. Once undertaken, provisions for representation under this policy statement will continue until either all appropriate proceedings, including applicable appellate procedures, have ended; provided that provisions for representation shall cease if at any time a basis for declining representation, as set forth in Paragraph 5(b)(iii), is found to exist.

v. When legal representation is not provided under this statement of

- policy, the City will reimburse an official or employee for reasonable Attorney's fees and costs of defense in any action or special proceeding as provided in Section 895.46 of the Wisconsin Statutes.
- vi. Failure of an official or employee to give immediate notice to the Office of the City Attorney of an action commenced against or subpoena issued to the official or employee, shall be a bar to the payment or reimbursement of reasonable Attorney's fees and costs of defending in an action or special proceeding. The City shall not pay Attorney's fees or costs in an action or special proceeding if the official or employee is offered representation by the Office of the City Attorney and such offer is refused.
  - vii. Extraordinary situations may justify providing or refusing legal representation to an official or employee other than as provided in this policy statement, and nothing herein contained shall be construed to restrict the discretion of the Common Council in any such situations.
  - viii. In proceedings before the Board of Police and Fire Commissioners involving a citizen complaint against an ~~an~~ protective service employee as provided in Section 62.13, Wisconsin Statutes, the City will pay reasonable Attorney fees and costs of defending before the Board. Subsequent to a Board determination in any such proceeding, representation for ~~that a~~ protective service employee shall be in accordance with this policy statement.
  - ix. Nothing contained in this statement of policy, nor any action taken by the City of West Allis or by the Office of the City Attorney pursuant to this policy, shall be construed to impose any liability for damages or otherwise, upon the City or the Office of the City Attorney.
- c. REPRESENTATION: The representation provided for by the City Attorney may, at the discretion of the City or its insurance carrier, be provided by retained counsel selected pursuant to the provisions of the insurance contract.
- ~~Effective Date: 1/1/82 Revision Date: 4/19/11~~

**SECTION 5:** AMENDMENT “1401 Human Resources Function” of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

1401 Human Resources Function

1. PURPOSE

To describe the policies and procedures to be followed by the City Human Resources Department and to describe the existing Human Resources policies affecting City employment.

2. ORGANIZATIONS AND PERSONS AFFECTED

This policy applies to all departments in the City government organization.

3. POLICY

It is the policy of the City Human Resources Department to administer the City's personnel functions and policies and procedures, including but not limited to talent acquisition (recruitment & selection) and retention, safety, employee/labor relations, classification/compensation and benefits, compliance, and organizational learning and development, employee assistance, Safety Program, Wellness and Workers' Compensation, in compliance with laws, policies and procedures as set forth in the various references cited below. Moreover, it is the policy of the City Human Resources Department to regularly review and make recommendations regarding the

administration of all personnel matters relating to the employees of the City of West Allis.

#### 4. REFERENCES

Applicable federal and Wisconsin employment laws, rules, regulations (such as WFEA, ADA, COBRA, EEO, FMLA, HIPAA, etc.) Rules of the Board of Police and Fire Commissioners City of West Allis Policies and Procedures Manual Collective Bargaining Agreements City of West Allis Revised Municipal Code Sections 2.73, 2.75, 2.76, and subsections of Chapters 4 and 5 as related to personnel matters Wisconsin Statutes Chapter 68 and Sections 62.13 and 111.70

#### 5. PROCEDURES

##### a. RESPONSIBILITY

- i. Human Resources Department. The Human Resources Department shall administer and carry out the purposes of Section 2.76 and such policies of the Common Council, the Board of Police and Fire Commissioners, and Civil Service Commission to effectuate such ordinances and policies to:
  - (1) Provide City departments with qualified personnel to deliver City services as fairly, efficiently and effectively as possible.
  - (2) Develop, implement and continuously improve automated systems to screen, select, and hire individuals for positions, which are job related, in compliance with Human Resources best practices, benchmarks, competitive positioning and performance metrics, and consistent with applicable State and federal employment laws and regulations.
  - (3) Ensure equal employment opportunity in all personnel actions, including but not limited to hire, tenure or term and conditions or privilege of employment based on ability to perform the duties and responsibilities assigned to the particular position without regard to age, race, creed or religion, color, handicap, sex, national origin and ancestry, political affiliation, or any other legally protected status.
- ii. Human Resources Director. The Human Resources Director, under the general supervision of the City Administrator, shall:
  - (1) Be responsible for the overall administration, coordination and evaluation of personnel functions in the City of West Allis.
  - (2) Direct, supervise, and establish rules, goals objectives and initiatives for the efficient and effective administration of the Human Resources Department. Recommends and implements new approaches to effect continual improvements.
  - (3) Ensures compliance with all federal, state and local employment laws.
  - (4) Develop and provide resources to ensure adherence to comprehensive, uniform personnel policies and procedures for all agencies and departments in the City government; prepare and maintain the employee handbook.
  - (5) Advise and make recommendations to the City Administrator for consideration by the appropriate policy making body relating to personnel policies and practices in the City of West Allis.
  - (6) Align training and development opportunities, performance management and other initiatives with the City's strategic goals and objectives.
  - (7) Administer employee benefit program offerings.

- (8) Oversee development and implementation of effective onboarding, off-boarding, retention and succession planning efforts.
- (9) Oversee the execution of programs, practices and policies that mitigate risk and avert workplace violence and ensure safety.
- (10) Provide administrative assistance to the Civil Service Commission.
- (11) Serve as the City's Affirmative Action Officer and Labor Negotiator.

b. GENERAL POLICIES

- i. Municipal personnel administration in the City of West Allis provides for the appointment, advancement, and retention of employees on the basis of merit and fitness to be ascertained in most cases by competitive examination, without regard to sex, marital status, race, religion, national origin, disability, or political affiliation or any other legally protected status. The merit system is overseen by the Police and Fire Commission, and the Civil Service System wherein the Human Resources Director has the authority to administer the provisions of the Civil Service System as set forth in the Revised Municipal Code, City Policies and Procedures, and the Commission's Rules and Regulations.
- ii. Provision has also been made in these regulations as set forth below for appeal to either the Board of Police and Fire Commissioners or the Civil Service Commission, whichever has jurisdiction, by any employee who believes the intent of the merit system or its regulations have been violated.

- (1) The Board of Police and Fire Commissioners. Pursuant to Section 62.13 Wis. Stats., the Board of Police and Fire Commissioners have jurisdiction over Police and Fire personnel matters and serves as their appellate body in disciplinary actions in accordance with Section 62.13 (5) Wis. Stats.
- (2) The Civil Service Commission. The Civil Service Commission serves as an appellate body for hearing appeals of decisions by appointing officers concerning termination, discipline and alleged workplace safety complaints for all City employees except for:
  - (A) ~~protective service~~ employees under the jurisdiction of the Police and Fire Commission (covered by Section 62.13 Wis. Stats.);
  - (B) Executive Service employees, statutorily appointed employees identified specifically in statute as serving at the pleasure of an appointing authority, and elected officials (covered by Sections 17.12 and 17.16 Wis. Stats. and/or Policy 405 in the City of West Allis Policies and Procedures Manual and/or covered by Section 2.02 of the Revised Municipal Code); and
  - (C) employees not under regular tenure (e.g., probationary, provisional, temporary, special, part-time less than 0.5 budgeted FTE). ~~Effective Date: 1/1/82~~ ~~Revision Date: 11/7/17~~

**SECTION 6:            AMENDMENT** “1403 Disciplinary Action And Grievance Procedure” of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

1403 Disciplinary Action And Grievance Procedure

1. **PURPOSE** To describe the policies and procedures to be followed by the Human Resources Department and other City Departments when employees, except Elected Officials, and Department Heads are subject to discipline. To describe the policies and procedures to be followed by eligible City employees, the Human Resources Department and other City Departments in regard to grievances.
2. **ORGANIZATIONS AND PERSONS AFFECTED** This policy applies to all City of West Allis departments, boards, commissions, and employees, except as otherwise noted and unless the disciplinary procedures for such individuals are specifically provided for in other City policies, ordinances, and/or statutory regulations.
3. **POLICY** It is the policy of the City of West Allis to follow a uniform set of procedures when a City employee is subject to discipline and to provide a grievance procedure pertaining to discipline, termination and workplace safety.
4. **REFERENCES** City of West Allis Revised Municipal Code, Section 2.76
5. **PROCEDURES**
  - a. **Causes of Discipline.** Causes for discipline include, but are not limited to, that an employee:
    - i. Is subject to a pending criminal charge, if the circumstances of the charge substantially relate to the circumstances of the employee's particular job.
    - ii. Has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the circumstances of the employee's particular job.
    - iii. Is inefficient, produces a substandard quality or quantity of work, fails to completely and accurately document relevant information, leaves his/her job without permission or in any other manner neglects his/her duty.
    - iv. Engages in dishonest, misleading, or deceptive conduct.
    - v. Is in the possession of or under the influence of drugs or alcohol while on duty.
    - vi. Is insubordinate or undermines the authority of a supervisor.
    - vii. Causes and/or works unauthorized overtime.
    - viii. Has willfully disobeyed established policies, rules or departmental orders promulgated in good faith.
    - ix. Refuses to obey a lawful and reasonable policy, order, rule or regulation.
    - x. Is careless and negligent with City property.
    - xi. Has engaged in conduct that is not in the best interest of the City or Department.
    - xii. Is wantonly offensive in his/her conduct or language towards the public or towards City officers or employees.
    - xiii. Has used, or threatened to use, or attempted to use, personal political influence in securing promotion, leave of absence, transfer, change of grade, pay or character of work.
    - xiv. Has been induced, or has attempted to induce an officer or employee in the service of the City, to commit an unlawful act, or to act in violation of any lawful and reasonable departmental or official policy,

regulation or order; or has taken any fee, gift or other valuable thing in the course of his/her work, or in connection with it, for his/her personal use, from any citizen, when such fee, gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other citizens.

- xv. Has induced or attempted to induce any person, firm or corporation doing business with the City to give employment to any relative of said City officer or employee, or has induced or attempted to induce any person, firm or corporation as aforesaid to show any material favor or consideration of any kind to any relative of said City officer or employee, when said officer or employee holds a position in a department, division or office having direct contact with such person, firm or corporation.
- xvi. Has stolen or attempted to steal City property, or the property of others, including theft of work time, excessive time on breaks, misuse of sick leave or other designated leave, misrepresenting work time, or failing to accurately record work time.
- xvii. Is excessively tardy or absent.
- xviii. Conducts personal business on City time.
- xix. Has with respect to political activities and management:
  - (1) Neglected assigned duties and responsibilities or engaged in prohibited political activities. Following are examples of activities permitted employees as private citizens and those activities which are prohibited: Voting - An employee may vote as s/he chooses. Opinions - An employee may express his/her personal opinion on any and all subjects, verbally or in writing. S/He may sign petitions. Campaign Materials - An employee may voluntarily wear a campaign button or badge, on or off duty; carry stickers, signs, and other electioneering materials affixed to a privately owned vehicle; however, the use of such materials on City owned vehicles, equipment, buildings, or other City property is prohibited. Contributions - An employee may voluntarily contribute money or service to a candidate, campaign, party, group, or cause. Solicitation of contributions of money or service during working hours is prohibited. Candidacy - An employee may run for political office as provided in Section 2.76 (15) (b) of the Revised Municipal Code. Campaign Work - An off-duty employee may voluntarily circulate nomination papers, distribute campaign literature, type, stuff envelopes and perform other clerical services, telephone and convey voters to the polls, and participate in a political convention, meeting, rally, demonstration or parade. Campaign work of the nature listed under this heading is prohibited during working hours and is further prohibited off duty by any employee in a City uniform or wearing a City badge. Use of City property for campaign work is prohibited. Memberships and Appointments - An employee may belong to a political party, group, club or civic organization; hold memberships in "Citizens for \_\_\_\_\_" or similar organizations; serve on political committees or as an officer or delegate in political organizations; attend political meetings or social functions of a political nature. S/He may accept appointments to non-elective boards, committees, and commissions, provided there is no conflict of interest. Note: Those employees whose

salaries are partially financed by Federal funds may be subject to the restrictions of the Federal Hatch Act. Questions about these employees engaging in the permitted activities listed above should be referred to the Human Resources Division for clarification.

- (2) Promised or used influence to secure public employment, or any other benefit financed from public funds as a reward for political activity.
  - (3) Discriminated in favor of, or against, an officer, employee, or job applicant on account of his or her political contribution, permitted political activity, or neutrality.
- b. Discipline Procedure. With the exception of ~~protective service~~ employees who are governed by the provisions of Section 62.13, Wis. Stats., whenever a Department Head/Appointing Authority or their designee believes one of their employees has acted in such a manner to have merited discipline, the Department Head/appointing authority or their designee shall seek procedural advice from the City Attorney's Office and the Human Resources Director. Disciplinary action may include, but is not limited to, a verbal warning, written warning, suspension, demotion, termination, or a combination of the above if applicable. Upon determining an appropriate discipline, if any, the Department Head/appointing authority or designee shall provide the employee with written notification of the disciplinary action being imposed and the reasons therefore, and a copy of the same shall be placed in the employee's official personnel file.
- c. Grievance Procedure. The procedures set forth in Section 2.76(7)(b) of the City of West Allis Revised Municipal Code shall be followed when eligible employees choose to grieve a discipline, termination or workplace safety issue, all as defined therein. ~~Effective Date: 1/1/82 Revision Date: 10/3/17~~

**SECTION 7:            AMENDMENT** "1404 Tuition Reimbursement" of the City of West Allis Policies & Procedures is hereby *amended* as follows:

#### AMENDMENT

##### 1404 Tuition Reimbursement

1. PURPOSE: To describe the policies and procedures of the City of West Allis in regard to tuition reimbursement for eligible employees of the City.
2. ORGANIZATIONS AND PERSONS AFFECTED: This policy applies to all City of West Allis departments, boards, commissions, officers, and employees of the City except elected officials and ~~public safety employees under Wis. Stat. 111.70~~~~protective service employees~~, unless otherwise included by collective bargaining agreement, City Ordinance or Policy and Procedure.
3. POLICY: In order to enable employees to continue their personal development and in turn, become increasingly more valuable to the City government, it is City policy to encourage employees to improve their educational and skill qualifications for advancement by providing financial assistance to employees voluntarily participating in job related courses on their own time through accredited educational institutions. The assistance, within limitations of a maximum specified sum for each participating employee, covers all or part payment of tuition and fees. The Human Resources Division shall administer said program as set forth herein.
4. REFERENCES: Common Council Resolution No. 20382, August 4, 1981. Common Council Resolution No. 17068, March 3, 1971. Common Council Resolution No.



17801, August 21, 1973. Common Council Resolution No. 17926, February 19, 1974. City of West Allis Revised Municipal Code Section 2.76(18)

5. PROCEDURES:

a. General Policies

- i. Qualifying Employee and Eligibility An employee holding a budgeted position of 0.5 FTE (full time equivalent) or greater shall be eligible for the Tuition Reimbursement Program upon date of hire. Eligible employees must remain employed for six (6) months following completion of the approved program. If an employee resigns, retires or is involuntarily terminated prior to said time frame (i.e., 6 months), said employee shall owe the City the amount of the tuition reimbursement monies paid.
- ii. The City will reimburse up to \$1,000.00 per calendar year of tuition costs, prorated based on budgeted FTE, incurred through enrollment in a course at an accredited academic institution that is authorized to award an academic degree.
- iii. Reimbursable tuition costs shall include tuition, course materials, books, library fees, laboratory fees, and supplies.
- iv. Employees must receive advance approval from both their Department Head and the Human Resources Manager utilizing the Tuition Reimbursement Request Form as designated by the Human Resources Division.
- v. A grade "C" or equivalent is required.
- vi. Except as otherwise noted, attendance at the course and completion of any coursework shall be during non working hours. Operational needs permitting, an employee may be released from work by authorization of their Department Head and the Human Resources Manager, and shall use their personal time (vacation, random holiday, comp time) or take as VN (vacation no-pay).
- vii. Time devoted to attending the course and completing any coursework is not paid or reimbursable.
- viii. Any course for which reimbursement is requested shall be directly related to the employee's existing job classification or potential promotional job opportunities and shall be subject to the advance approval of both the Department Head of the employee and the Human Resources Manager.
- ix. An employee requesting reimbursement shall provide documentary evidence of satisfactory completion of the course (at least the grade of "C" or its equivalent) within 30 days of course completion. Reimbursement shall not be made to an employee if reimbursable costs are paid by other sources. An employee shall provide a course description and documentary evidence of reimbursable costs incurred, to include, but not limited to, paid receipts or a cancelled check. Each claim for reimbursement shall be approved by the Department Head of the employee, as appropriate, prior to submission, utilizing the Tuition Reimbursement Request Form as designated by the Human Resources Division. ~~Effective Date: 1/1/82~~ ~~Revision Date: 12/18/12~~

**SECTION 8:** AMENDMENT "1409 Funeral Leave" of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

1409 Funeral Leave

1. PURPOSE:

To describe the policies and procedures of the City of West Allis in regard to funeral leaves for City employees.

2. ORGANIZATIONS AND PERSONS AFFECTED:

This policy applies to all City of West Allis departments, boards, commissions, officers, and employees except elected officials and ~~protective service employees~~ public safety employees under Wis. Stat. 111.70, unless otherwise included by City Ordinance or Policy and Procedure.

3. POLICY:

It is the policy of the City of West Allis to grant employees reasonable paid time off for the death of those family members, close relatives or co-worker(s) of an employee as set forth herein.

4. REFERENCES:

Section 2.76 (17), City of West Allis Revised Municipal Code.

5. PROCEDURES:

- a. Qualifying Employee and Eligibility An employee holding a budgeted position of 0.5 FTE (full time equivalent) or greater is eligible for paid funeral leave upon date of hire.
- b. Approved paid funeral leave absences are based on regular work schedules:
  - i. Up to five (5) days for spouse, child (minor/adult), parents (mother/father), and parents-in-law (mother-in-law/father-in-law).
  - ii. Up to three (3) days for brother, sister, stepbrother, stepsister, stepparents (step-mother/step-father), and stepchild (minor/adult).
  - iii. Up to one (1) day for grandparents (grandmother/grandfather), grandchildren, aunt, uncle, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.
  - iv. Up to two (2) hours for the death of a co-worker subject to Department Head approval.
- c. An employee will not be eligible for paid funeral leave while scheduled off or absent from work because of vacation, designated or floating holiday, sickness (paid or unpaid), or other reason.
- d. An employee may be eligible for additional time off, subject to Department Head approval, however all paid vacation, random or compensatory time must be exhausted prior to taking unpaid leave. **Effective Date: 1/1/82 Revision Date: 12/18/12**

**SECTION 9: 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	16.67 hours/25 days	200 hours/25

years		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 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 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. Full-time employees may, upon approval of the department head, borrow up to 40 hours of time off before it is earned and credited to the TOB. Upon 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 budgeted positions of less than full-time may 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 – (average hours used X.35) = 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 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) In the event extenuating circumstances can be demonstrated, the Human Resource Director may extend the 30-day reporting requirement to within 60 days of the event. Any request for a change of status beyond 60 days after the event shall require the approval of the Human Resource Director, Finance Director, and FinanceCityDirectorAdministrator.

PriorThe to accepting the change in status, if approved, the employee shall retroactively pay any premium share due, and may be required to pay any costs incurred by the City due to failure to report within 30 days of the event.

- 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 Fund's (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.

- 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~~ Public Safety Employees Only-  
-Per the federal Pension Protection Act of 2006, a public safety employees under Wis. Stat. 111.70 ~~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

**SECTION 10: AMENDMENT "1412 Holidays"** of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

1412 Holidays

1. PURPOSE To describe the policies and procedures of the City of West Allis in regard to paid holidays for City employees.
2. ORGANIZATIONS AND PERSONS AFFECTED This policy applies to all City of West Allis departments and employees as specified herein.
3. POLICY It is the policy of the City of West Allis to follow a uniform set of procedures in regard to paid holidays.
4. REFERENCES City of West Allis Revised Municipal Code Sections 2.76 (16), 4.10 and 5.126 City of West Allis Policies & Procedures Manual, Policy No. 1424 – Overtime, Compensatory Time, and Premium Pay
5. PROCEDURES
  - a. Qualifying Employees and Eligibility An employee holding a budgeted position of 0.5 FTE (full time equivalent) or greater shall be eligible for paid holidays upon date of hire. Holiday pay shall be prorated based on budgeted FTE.

b. Holiday Schedule

i. Holidays

January 1

Third Monday of January

Last Monday of May

July 4

First Monday of September

Fourth Thursday of November

Fourth Friday of November

December 24

December 25 3 Random Holidays (earned 1/12 per month per Section 5(c)(iv) below)

- ii. Holidays - Non-Represented ~~Protective Service Employees~~ Public Safety Employees Non-represented ~~protective service personnel~~ public safety employees under Wis. Stat. 111.70\* working a 5-2 schedule (i.e. Monday – Friday), shall receive pay as outlined in Policy 1424.  
\*Police Department Classifications: Lieutenant, Captain, Deputy Chief, Chief \*Fire Department Classifications: Battalion Chief, Assistant Chief, Deputy Chief, Chief
- iii. Holidays - Public Safety Communication Center Employees In lieu of scheduled holidays, Communication Center Employees shall choose either Option 1 or Option 2. New employees and existing employees will be prorated based on time worked during the calendar year.  
Option 1: A Communication Center Employee may elect to receive holiday pay at straight time (1X) for holidays earned\* per calendar year payable on or about December 1 of each year. Election of such option must be submitted in writing by December 15th of the preceding year. This decision is irrevocable for said year. Option 2: A Communication Center Employee may elect to receive holiday paid time off at straight time (1X) for holidays earned\* during the calendar year, subject to Section 5(c)(iv). Election of such option must be submitted in writing by December 15th of the preceding year. This decision is irrevocable for said year. \*13 holidays (104 hours) for those on the legacy plan and 10 holidays (80 hours) for those with the total benefit package.
- iv. Holidays - Library Employees

When December 24th or December 25th is a Saturday or Sunday, Library employees may be required to work on an observed holiday date. In lieu of a paid holiday, Library employees who work on an observed holiday date shall receive an amount of paid time off or a random holiday equal to the hours worked on the observed holiday date.

c. General Policies

- i. Observation of Holidays. Holidays are observed on the date described unless that date falls on a weekend. Except as stated in 5(c)(ii), if a holiday falls on a weekend, the holiday is observed on the closest preceding or subsequent weekday.
- ii. Special Observance of December 24 and 25.
- (1) When December 24 falls on a Sunday, that holiday is observed on December 22.
  - (2) When December 25 falls on a Saturday, that holiday is observed on December 27.
- iii. Employees who work a schedule other than year round (such as a

“school term” position), shall be eligible for those holidays which fall within their active employment work schedule.

iv. Random Holidays

- (1) Employees who are part of the Total Benefit Package do not receive random holidays, as this time is included in monthly time off allocation.
- (2) Employees shall be credited their random holidays, per section 5(b), on January 1 of every calendar year with the understanding that any random holiday time taken before it has been fully earned, shall be considered time owed the City.
- (3) Random holidays shall be accrued at 1/12 per month. An employee appointed on or before the 15th day of any month shall accrue random holiday time for the month. An employee appointed after the 15th day of any month shall not accrue random holiday time until the next month.
- (4) Random holiday time 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 random holiday time prorated accordingly.
- (5) Department Heads, being guided by the practical considerations involved in the efficient operation of the Department and giving due consideration to the convenience of the employees, shall determine when random holiday time shall be taken.
- (6) Any employee who leaves the service of the City due to resignation, retirement, layoff or death, or who takes military leave, will be paid for earned random holiday time. In case of the death of an employee, the accrued random holiday time of such employee shall be paid pursuant to Section 109.03(3), Wisconsin Statutes. Any employee who leaves the service of the City for any of the reasons set forth above, and who owes the City for compensation, shall have the compensation for the random holiday time owed the City, deducted from the final pay. Employees involuntarily terminated shall not be entitled to pay for unused accumulated random holiday time.
- (7) In the event an employee is required to work during their assigned random holiday time, the employee and Department Head will determine whether such hours worked will be credited at double time (thus foregoing random holiday time) or credited at straight time with the ability of the employee to take the lost random holiday time at a later date, dependent upon the needs of the Department.
- (8) 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 random holiday accrual purposes. An employee who stops accruing random holiday time in accordance with this paragraph shall begin to accrue random holiday time when he/she has returned to work for a period of 30 or more consecutive calendar days (“30-day period”). 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 granted during this 30-day period will not count towards the

30 consecutive days, it will extend it.

**SECTION 11:****AMENDMENT** “1413 Health And Dental Insurance - Legacy Package” of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

**AMENDMENT**

1413 Health And Dental Insurance - Legacy Package

1. PURPOSE:

To describe the policies and procedures of the City of West Allis in regard to health and dental insurance programs.

2. ORGANIZATIONS AND PERSONS AFFECTED:

This policy applies to all City of West Allis departments, boards, commissions, 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. POLICY:

It is the policy of the City to provide health and dental insurance coverage for its active employees holding a minimum of a 0.5 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. The City’s health and dental insurance programs offer coverage to said qualified employees and their dependents.

4. REFERENCES:

City of West Allis Revised Municipal Code Sections 2.76(12) and (14) City of West Allis Policies and Procedures Manual, Policy 1420 - Military Leave City of West Allis Policies and Procedures Manual, Policy 1458 - Health Insurance Bill Review and Award Program City of West Allis Policies and Procedures Manual, Policy 1472 - HIPAA Privacy Rules City of West Allis Policies and Procedures Manual, Policy 1483 - Voluntary Benefit Programs ~~Protective Service~~-Collective Bargaining Agreements

5. PROCEDURES:

- a. 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/Title19 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.
- b. Privacy Rules (Health Insurance Portability and Accountability Act [HIPAA]; Protected Health Information [PHI]). 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. City Policy 1472 addresses compliance with the administrative requirements mandated by the Privacy Rules.
- c. Change of Status Exception. In the event extenuating circumstances can be demonstrated, the HR Director may extend the 30-day reporting requirement wherever established in this policy to within 60 days of the event. Any request for a change of status beyond 60 days after the event shall require the approval of the HR Director, Finance Director, and City Administrator. Prior to

accepting the change in status, if approved, the employee shall retroactively pay any premium share due, and may be required to pay any costs incurred by the City due to failure to report within 30 days of the event prior.

6. DENTAL INSURANCE - GENERAL POLICIES

- a. Initial Eligibility and Effective Date of Coverage. Employees become eligible for Dental Insurance on the first day of the month following completion of six (6) months of service.
- b. Enrollment/Change of Status.
  - i. Enrollment. An employee who chooses to participate in the City's Dental Insurance shall enroll upon their initial eligibility and/or during the City's annual Health/Dental/Section 125 Open Enrollment. Enrollment at any other time is permitted within 30 days of a change in City employment status or due to a hardship (i.e. loss of other coverage).
  - ii. Change of Status. 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.
- c. Monthly Premium Share. The City pays the monthly premium share on behalf of a full-time employee (1.0 FTE), an Alderperson, the City Attorney, Mayor, and the Municipal Judge; a part-time employee is prorated based on FTE. Said premiums may qualify under the City's Section 125: Flexible Spending Program (see Policy 1483, Voluntary Benefit Programs).
- d. Benefits. The City shall provide benefits as specified in the Summary Plan Document(s).
- e. 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.
- f. Retirement. Dental Insurance coverage is not available upon retirement; however, dental COBRA coverage will be offered if applicable.
- g. Family and Medical Leave Act (FMLA). Dental insurance coverage will be maintained for an employee while he/she is on FMLA leave in accordance with the provisions set forth in Section 12.0 of the City's FMLA Policy 1448.
- h. One-Plan Per Family Rule. An employee or retiree who is married to another employee shall enroll in one plan.
- i. Exceptions. Department Heads, with the approval of the HR Director, Finance Director/Comptroller/City Treasurer, and City Administrator, may make exceptions to the provisions contained herein for significant recruitment/hiring reasons. However, no exception to 6(f) will be permitted.

7. HEALTH INSURANCE - GENERAL POLICIES:

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. Health Insurance Bill Review and Award Program. The City may establish a Health Insurance Bill Review and Award Program which will function in accordance with the provisions of City Policy #1458 – Health Insurance Bill Review and Award Program.

a. ACTIVE EMPLOYEES

- i. Initial Eligibility. Generally, a new employee may select coverage to be effective upon the first day of the month following 30 days of service.
- ii. Enrollment/Change of Status.
  - (1) Enrollment. An employee who chooses to participate in the City's Health Insurance shall enroll upon their initial

eligibility and/or during the City's annual Health/Dental/Section 125 Open Enrollment. Enrollment at any other time is permitted within 30 days of a change in City employment status or due to a hardship (i.e. loss of other coverage).

- (2) Change of Status. 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.

iii. Monthly Premium Share.

- (1) Full-time Employee (1.0 FTE), Alderperson, City Attorney, Mayor, and Municipal Judge. The City pays the monthly health insurance premium less an employee's monthly premium share as set forth by the Common Council or according to any applicable collective bargaining agreement. Said premiums may qualify under the City's Section 125: Flexible Spending Program (see Policy 1483, Voluntary Benefit Programs).
- (2) Part-time Employee (0.5 FTE or more). The City pays a prorated monthly health insurance premium based on FTE for a part-time employee and the employee pays the difference; in addition, a part-time employee is subject to paying a prorated amount of a full-time employee's monthly premium share. Said premiums may qualify under the City's Section 125: Flexible Spending Program (see Policy 1483, Voluntary Benefit Programs).

iv. Benefits. The City shall provide benefits as specified in the Summary Plan Document(s).

v. 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.

vi. One Plan Per Family Rule. An employee or retiree who is married to another employee shall enroll in one plan.

vii. Surviving Spouse of a Deceased Active Employee.

- (1) 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 10 or 15 full-time years<sup>1</sup> of service dependent upon date of hire (refer to Section 7(b)(i) for qualification), 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 Fund's (ETF) – Wisconsin Retirement System's (WRS) Death Benefits regulations, the City will pay 50% of the monthly premium until the surviving spouse is employed by another employer providing health insurance coverage or remarries.
- (2) In the event the surviving spouse 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.

- (A) If participation in COBRA coverage is elected within the required federal/State election period and becomes effective the first of the month following the employee's death, the City will pay 50% of the monthly COBRA premium for the surviving spouse and/or eligible dependent(s) for the first six (6) months of their COBRA coverage or until their COBRA coverage is cancelled, whichever date/event occurs first.
  - (B) If election to participate in COBRA coverage is not made within the required federal/State election period, but the City makes benefits available, coverage shall become effective the first of the month following the employee's death and the surviving spouse and/or eligible dependent(s) are subject to paying the full monthly premium per COBRA regulations.
  - (3) 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.
  - (4) 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 (refer to Section 7(b)).
  - viii. Family and Medical Leave Act (FMLA). Group health insurance coverage will be maintained for an employee while he/she is on FMLA leave in accordance with the provisions set forth in Section 11 of the City's FMLA Policy 1448.
  - ix. Military Leave Benefit Continuation. 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. 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. 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.
  - x. Exceptions. Department Heads, with the approval of the HR Director, Finance Director, and City Administrator, may make exceptions to the provisions contained herein for significant recruitment/hiring reasons.
- b. RETIRED EMPLOYEES Legend:

Group	AFSCME - Local 80 Public Works and Clerical Union (an
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A	employee classified as a union member prior to January 1, 2012)
Group B	Non-represented (including unrepresented <del>protective service employee</del> <u>public safety employees</u> ), Department Head <del>(including City Attorney)</del> , & Mayor
Group C	Alderperson and Municipal Judge
Group D	West Allis Federation of Nurses (an employee classified as a union member prior to January 1, 2012)
Group E	Engineering Technician and Aides Association (an employee classified as a union member prior to January 1, 2012)
Group F	West Allis Professional Police Association hired prior to November 1, 2018
Group G	West Allis Professional Fire Fighter’s Association hired prior to November 1, 2018
Group H	Employees who chose to convert to the Total Benefit Package effective January 1, 2019 (or as provided for in the Total Benefit Package Policy #1410, due to promotion from represented to non-represented position) retiree benefits and guidelines are provided for in the Total Benefit Package Policy #1410.
Group I	All Employees hired on or after November 1, 2018 – see section 7(d).

i. Eligibility.

(1) 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 meets the following years of service<sup>2</sup> requirement:

(A) 10 years of regular full-time or part-time employment:

- (a) Groups A, B & F if hired prior to April 1, 2008
- (b) Group D if hired prior to July 1, 2008
- (c) Group E if hired prior to August 1, 2008
- (d) Group G if hired prior to February 1, 2009

(B) 15 years of regular full-time or part-time employment:

- (a) Groups A, B & F if hired on or after April 1, 2008
- (b) Group D if hired on or after July 1, 2008
- (c) Group E if hired on or after August 1, 2008
- (d) Group G if hired on or after February 1, 2009

(C) Group C:

- (a) If elected prior to April 1, 2008, must have completed a minimum of two (2), four year elected terms at the time of retirement;

- (b) If elected on or after April 1, 2008, must have completed 15 full years of service at the time of retirement.
- (2) For retirees in the groups identified below, 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; all other covered members shall remain participants in the City's retiree health insurance program until a subsequent qualifying event occurs that would otherwise terminate their coverage. (Note: for individuals hired prior to such dates identified below, if the retiree cancels coverage for themselves for any reason other than death or becoming eligible for Medicaid/Title 19, their spouse/eligible dependent(s) cannot remain on the City's retiree health insurance program.):
- (A) Groups A, B, & C if hired/elected on or after April 1, 2008
  - (B) Group D & E if hired on or after March 1, 2012
  - (C) Groups F & G if hired on or after March 1, 2016
- (3) For retirees in the group identified below, upon an individual's (i.e. the retiree, spouse and/or dependent) eligibility for other health insurance coverage, the coverage with the City for that individual would cease. If the individual is the retiree, then coverage with the City for all members (i.e. the retiree, spouse and/or dependent) would cease. Upon loss of other insurance coverage, the individual (i.e. the retiree, spouse and/or dependent) may be eligible to re-enroll in the City's coverage provided they meet the eligibility requirements contained within this Policy and/or the City's insurance plan(s):
- (A) Group G if retired March 1, 2013 through February 29, 2016
- (4) For retirees in the groups identified below – If they retired as an employee plus one dependent couple plan, the retiree may add a new dependent if the original dependent is no longer on the plan, but the retiree may never add a spouse; If they retired as an employee plus spouse couple plan, and the spouse deceases, the retiree may add a new spouse but never a dependent; If they retired as an employee plus two or more dependents family plan, the retiree may add new dependents but never a spouse; If they retired as an employee plus spouse and one or more dependents, the retiree may add a new spouse (if original spouse deceases) and new dependent(s):
- (A) Groups A, B, C, D & E if retired prior to March 1, 2012
  - (B) Group F if retired prior to March 1, 2015
  - (C) Group G if retired prior to March 1, 2016
- (5) For retirees in the groups identified below – A retiree with couple coverage (employee plus spouse) cannot add a new spouse or dependent if they divorce or if their spouse dies; A retiree with couple coverage (employee plus dependent) cannot add a new dependent or a spouse if the original dependent is removed from coverage; 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):

(A) Groups A, B, C, D & E if retired on or after March 1, 2012

(B) Groups F if retired on or after March 1, 2015

(C) Group G if retired on or after March 1, 2016

(6) For retirees in the groups identified below – 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; If a spouse/eligible dependent is removed from coverage, they permanently lose their ability to participate in the City’s retiree health insurance program; 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:

(A) Groups A, B, C, D & E if retired on or after March 1, 2012

(B) Groups F & G if retired on or after March 1, 2016

- ii. Coverage. Based upon coverage in place at the time of retirement, a retiree will be placed in either a single (employee only), couple (employee plus spouse or employee plus one dependent), or family plan (employee plus spouse and one or more dependents OR employee plus two or more dependents). If an employee is not enrolled in coverage upon retirement, they will be provided the opportunity to enroll and will be subject to the rate caps in place for the lowest cost health plan offered by the City, if not enrolled in Medicare/Medicaid/Title 19. Note: if an employee declines coverage for a spouse and/or dependents at the time of retirement, a spouse and/or dependents may never be added to the retiree’s health insurance program. Changes are administered by the Human Resources Department in accordance with the above guidelines.
- iii. Enrollment. 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 during the City’s annual Health Insurance Open Enrollment.
- iv. Change of Status. A change in status is effective upon the date of the qualifying event (e.g., 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. Qualifying changes are to be in accordance with City policy.
- v. Monthly Premium Share. Calculation of Monthly Premium Share
  - (1) Prior to Eligibility for Medicaid/Title 19/Medicare Parts A and/or B or Attaining Medicare Age: Upon the date of retirement, the employee is placed at a “capped rate\*” (that is, the maximum amount the City will pay per month towards a retiree’s health insurance premium) based on the plan and level of coverage (see 7(b)(ii) above) in place at retirement if the employee is not on Medicaid/Title 19/Medicare Parts A and/or B or has not attained Medicare age. If the employee

was not participating in the City's health insurance program prior to the offer of coverage at retirement, the employee shall be placed at a capped rate based on the lowest cost plan available and level of coverage for which they are enrolling at retirement. The City continues to pay this premium\* (less the applicable monthly premium share\* as set forth by the Common Council or union contract) until the retiree and/or their spouse/eligible dependent(s) become eligible for Medicaid/Title 19/Medicare Parts A and/or B or attain Medicare age; any increases above the "capped rate\*" are paid by the retiree. Any change in coverage (see 7(b)(ii) above) will result in appropriate adjustments to the monthly "capped rate\*" and premium share\*.

- (2) Upon Eligibility for Medicaid/Title 19/Medicare Parts A and/or B or Attaining Medicare Age (administered per eligibility guidelines in Section 7(b)(i) above): Effective upon the first of the month a retiree or spouse or eligible dependent becomes eligible for Medicaid/Title 19/Medicare Parts A and/or B or attains Medicare age, the City's capped rate and the monthly premium share obligation ceases; the City will pay 50%\* of the applicable monthly premium for the City's Medicare supplemental plans provided by the City and the retiree will pay the other 50%\*. If an individual, per the federal Medicare Program's regulations, does not qualify for Medicare Parts A and/or B upon attaining Medicare age or upon initial eligibility for Medicare Parts A and/or B, the City's premium obligation will be no greater than what it would have been had the individual qualified for Medicare Parts A and/or B. The individual will be subject to paying the difference between the applicable non-Medicare plan rate and the City's obligation. \* A part-time employee's monthly premium and premium share obligation is prorated based on an employee's averaged FTE actually worked over the most recent 10 or 15 years prior to retirement, depending on eligibility requirements (see section 7(b)(i) above). 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. 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. Where 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 methods shall constitute grounds for sanctions under Section 9.
- (3) ~~Protective Service Employees~~ Public Safety Employees Only: Per the federal Pension Protection Act of 2006, a ~~protective service employee~~ public safety employee under Wis. Stat.

111.70 may 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.

- vi. Benefits. The City shall provide benefits as specified in the Summary Plan Document(s).
  - (1) Benefit levels for all classifications of employees who retire on or after March 1, 2013, will adjust automatically with active employee benefit levels.
  - (2) The City may choose to provide a Medicare Advantage or Medicare Supplement health care program to retirees in lieu of their participation in the City's self-funded plan.
- vii. 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 5(a)). Health Insurance coverage may be available to the surviving spouse of a deceased retired employee (see Section 7(b) (viii) below).
- viii. Surviving Spouse and/or Dependents of Deceased Retired Employee. In addition to the provisions set forth in 7(b)(ii) through 7(b)(vii) above, the following provisions shall also 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:
  - (1) 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.
  - (2) In the event a surviving spouse of a retiree who was included in a group described below 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:
    - (A) Groups A, B, C, D & E if retired on or after March 1, 2012
    - (B) Groups F & G if retired on or after March 1, 2016
  - (3) In the event a surviving spouse of a retiree who was included in a group described below is employed by another employer providing 'more comprehensive or equivalent' health insurance coverage to that offered by the City, the City's health insurance obligation will permanently cease for said spouse and dependents; continuation coverage (COBRA) may be offered:
    - (A) Groups A, B, C, D & E if retired prior to March 1, 2012
    - (B) Group G\* if retired prior to March 1, 2013
    - (C) Group F if retired prior to March 1, 2016 \* For a represented Fire Department public safety employees under Wis. Stat. 111.70 ~~protective-service-employee~~ (Group G) who retired March 1, 2013 to February

29, 2016, refer to Section 7(b)(i) above.

c. DISABILITY RETIREMENT

Legend:

Group A	AFSCME - Local 80 Public Works and Clerical Union (an employee classified as a union member prior to January 1, 2012)
Group B	Non-represented (including unrepresented <del>protective service employee</del> <u>public safety employees</u> ), Department Head <del>(including City Attorney)</del> , & Mayor
Group C	Alderpersion and Municipal Judge
Group D	West Allis Federation of Nurses (an employee classified as a union member prior to January 1, 2012)
Group E	Engineering Technician and Aides Association (an employee classified as a union member prior to January 1, 2012)
Group F	West Allis Professional Police Association
Group G	West Allis Professional Fire Fighter's Association

- i. An employee who qualifies for a disability retirement under the WI ETF-WRS and adheres to section 5(c)(ix) (Termination of Paid Sick Leave Benefits) of City Policy 1430 Sick Leave<sup>3</sup>, is eligible to participate in the City's retiree health insurance program in accordance with the policies set forth in 7(b) above with the following exceptions:

(1) Exception to 7(b)(v) Monthly Premium Share:

(A) For retirees in the groups identified below, effective the first of the month the retiree attains age 55 (50 for a ~~protective service employee~~ public safety employee under Wis. Stat. 111.70 in the Fire service), the retiree is placed at a "capped rate\*" (that is, the maximum amount the City will pay per month towards a retiree's health insurance premium utilizing the highest applicable monthly premium) based on the level of coverage in place (see 7(b)(ii) above) if the retiree is not on Medicaid/Title 19/Medicare Parts A and/or B or has not attained Medicare age. The City continues to pay this premium\* (less the applicable monthly premium share\* as determined by City Ordinance or union contract) until the retiree and/or their spouse/eligible dependent(s) become eligible for Medicaid/Title 19/Medicare Parts A and/or B or attain Medicare age; any increases above the "capped rate"\* are paid by the retiree. Any change in coverage (see 7(b)(ii) above) will result in appropriate adjustments to the monthly "capped rate"\* and premium share\*:

- (a) Groups A, B, C, D & E if retired prior to March 1, 2012
- (b) Groups F & G if retired prior to March 1, 2016

(B) For retirees in the groups identified below, effective upon an employee's disability retirement date, the employee is placed at a "capped rate\*" (that is, the

maximum amount the City will pay per month

towards a retiree's health insurance premium) based on the plan and level of coverage (see 7(b)(ii) above) in place at retirement if the employee is not on Medicaid/Title 19/Medicare Parts A and/or B or has not attained Medicare age. If the employee was not participating in the City's health insurance program prior to the offer of coverage at retirement, the employee shall be placed at a capped rate based on the lowest cost plan available and whichever level of coverage they enroll in at retirement. The City continues to pay this premium\* (less the applicable monthly premium share\* as determined by City Ordinance or union contract) until the retiree and/or their spouse/eligible dependent(s) become eligible for Medicaid/Title 19/Medicare Parts A and/or B or attain Medicare age; any increases above the "capped rate"\* are paid by the retiree. Any change in coverage (see 7(b)(ii) above) will result in appropriate adjustments to the monthly "capped rate"\* and premium share\*:

- (a) Groups A, B, C, D & E if retired on or after March 1, 2012
- (b) Groups F & G if retired on or after March 1, 2016 \* A part-time employee's monthly premium and premium share obligation is prorated based on an employee's averaged FTE actually worked over the most recent 10 or 15 years depending on eligibility requirements (see section 7(b)(i) above).

(2) Exception to 7(2)(a) Eligibility:

(A) The following are not subject to the minimum 10 or 15 year service requirement; a part-time employee's monthly premium and premium share obligation is prorated based on an employee's averaged FTE actually worked:

- (a) Groups A, B, C, D & E who retired prior to March 1, 2012
- (b) Groups F & G who retired prior to March 1, 2016

d. Retiree Health Plan – Group I. (All Employees hired on or after November 1, 2018, are subject to the following regarding retiree health care):

- 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 20 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 upon reaching a maximum of ten (10) years of coverage following retirement, whichever event occurs first.

Coverage with the City for that individual would cease.

iii. Coverage at 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 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 coverage 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.

iv. 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.

v. 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 during the City's annual Health Insurance Open Enrollment.
- (2) Failure to timely enroll or re-enroll will result in loss of insurance coverage.

vi. 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 changes are to be 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.
- vii. Monthly Premium Share.
- (1) Retirees who had been hired on or after the original effective date of this policy:
    - (A) Will pay a percentage of premium as established annually by the Common Council (the minimum percentage paid by the employee shall be 50%) or as negotiated by contract.
  - (2) A part-time employee's monthly premium and premium share obligation upon retirement is prorated based on their averaged FTE actually worked over the most recent 20 years prior to retirement.
- viii. 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. Where 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 methods shall constitute grounds for sanctions under Section 10.
  - (3) ~~Protective Service Employees~~ Public Safety Employees Only- Per the federal Pension Protection Act of 2006, a ~~protective service employee~~ public safety employee under Wis. Stat. 111.70 may 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.
- ix. 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.
- 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 (see Section 7(b)(vi)).
- xi. Surviving Spouse and/or Dependents of Deceased Retired Employee.
- (1) The following provisions 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: See section 7(b)(viii).

- (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.
- xii. Medicare Advantage or Medicare Supplemental Program, if offered.
- (1) Retirees and their eligible spouses may choose to participate bearing 100% of the premiums and costs.
  - (2) Eligible Active employees and their 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.

#### 8. EMPLOYEE BENEFIT COMMITTEE, EMPLOYEE BENEFIT ADVISORY AND WELLNESS COMMITTEE:

In order to provide fiscally responsible administration of benefits and provide opportunity for employee input, the Employee Benefit Committee and Employee Benefit Advisory and Wellness Committee are established. Both Committees will operate cooperatively and under the direction of the City Administrator to ensure benefit and wellness planning maintains congruence with overall City operational and strategic plans and effective and efficient use of City resources.

- a. Employee Benefit Committee. The City will establish an Employee Benefit Committee which will, in partnership with the City's Insurance Consultant, explore, review, develop and recommend (for Common Council action) best practice approaches, policies and procedures relating to employee benefits. The Committee will develop, execute and update a long term strategic plan for benefit and wellness programs.
  - i. Employee Benefit Committee Members. Membership of the Employee Benefit Committee will include: 1) Alderperson appointed by the Common Council President, 2) Member of the Administration and Finance Committee appointed by the Chair, 3) City Administrator, 4) Human Resources Director, and 5) Finance Director. The City Attorney or designee, Deputy Finance Director, and Benefits and Wellness Coordinator will serve as resource staff for the Committee.
- b. Employee Benefit Advisory and Wellness Committee. The City will establish an Employee Benefit Advisory and Wellness Committee which will: 1) function in an advisory capacity for the Employee Benefit Committee; and 2) strive to increase employee wellness and reduce health risks through awareness, education, support and outcomes- based wellness activities. The Committee will convene to provide input and feedback relating to employee benefit plans, offerings, long term planning and other assistance as maybe requested from the Employee Benefit Committee. The Committee will serve as a sounding board for initiatives and efforts underway and facilitate communication as requested among City employees. The Committee will develop goals and objectives consistent with the long term strategic plan for

benefit and wellness programs and deliver programs which effectuate the goals and objectives. The Committee shall establish short and long term wellness plans (for Common Council action).

i. Employee Benefit Advisory and Wellness Committee Members. Membership of the Employee Benefit Advisory and Wellness Committee will include: 1) City Administrator or designee, 2) Human Resources Director, 3) Benefits and Wellness Coordinator (chairperson), 4) Finance Director or designee, 5) Communications Director or designee, 6) Safety and Training Coordinator, 7) Health Department Employee\*, 8) Public Works Employee\*, 9) Library Employee\*, 10) Fire Department Employee\*, and 11) Police Department Employee\*. \*Appointed by respective Department Head and will serve two year terms.

c. Criteria for Employee Benefit Committee, Employee Benefit Advisory and Wellness Committee Activities. Consideration of the following will guide the Committees' activities (listed by order of importance) 1) Fiduciary responsibility to the taxpayer, 2) Cost control, 3) Reduction of OPEB liability (other postemployment benefits), 4) Optimal member health, 5) Positive customer service experience, 6) Recruitment, retention, and uniformity of benefits amongst employee groups, 7) Offerings provided by similar organizations.

d. Employee Benefit Committee and Employee Benefit Advisory and Wellness Committee Members' Roles and Responsibilities. Committee members' roles and responsibilities shall include, but not be limited to: 1) Actively participate in Committee activities including meetings, 2) Ensure adherence to the criteria listed herein, 3) Respect the sensitivity and maintain confidentiality of information provided, 4) Act as a liaison between the Committee and employees, 5) Provide constructive feedback, 6) Support and implement (as applicable) Committee agreed upon recommendations and recommendations approved by the Common Council. Failure to adhere to membership roles and responsibilities will result in removal from the Committee.

#### 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.

<sup>1</sup> A part-time employee's service shall be prorated based on the employee's averaged FTE actually worked over the last 10 or 15 years of service. Calculation of years of service for an Alderperson or the Municipal Judge. If an Alderperson or the Municipal Judge dies while in office or is appointed to a different full-time position with the City and dies while in the service of the City, service as an Alderperson shall be credited for spousal benefits at the rate of one-half (1/2) year for each full year served; and, service as a Municipal Judge will be credited at the rate of three-fourths (3/4) year for each full year served. For example: an individual serves four (4) years as an Alderperson and then 8.5 years as a full-time Accountant. Alderperson (4 yrs.  $\times$  .5) = 2.0 years Accountant = 8.5 years Total Years of Service = 10.5 years

<sup>2</sup> "Years of Service" is defined as current-continuous, regular full-time or part-time employment; prior City employment is not included in determining "years of service" unless granted an exception per Section 7(a)(x)(1). herein. For example, an employee worked for the City in a regular full-time position from 01/01/1990 to 12/31/1999 and then was re-employed in a regular full-time position on 01/01/2005 and worked through a retirement date of 12/31/2010. The employee's years of service would equal six (6) years (01/01/2005 to 12/31/2010) as the 01/01/1990 to 12/31/1999 employment would not be taken into consideration due to the break in service from 12/31/99 to 01/01/2005.

<sup>3</sup> City Policy 1430 Sick Leave, 5(c)(ix) 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. ~~Effective Date: 1/1/82~~ ~~Revision Date: 11/5/18~~

**SECTION 12:** AMENDMENT "1417 Jury Duty" of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

#### AMENDMENT

##### 1417 Jury Duty

###### 1. PURPOSE

To describe the policies and procedures of the City of West Allis when City employees are called for jury duty.

###### 2. ORGANIZATIONS AND PERSONS AFFECTED

This policy applies to all City of West Allis departments, boards, commissions, officers and employees except elected officials and ~~protective service employees~~ public safety employees under Wis. Stat. 111.70, unless otherwise included by City Ordinance or Policy and Procedure.

###### 3. POLICY

The City of West Allis will cooperate fully with local, state, and federal courts in allowing its employees to serve on juries and to allow certain eligible employees to do so without loss of their regular, straight time wages.

###### 4. REFERENCES

City of West Allis Revised Municipal Code, Section 2.76(24)

###### 5. PROCEDURES

- a. Leave of absence for jury duty will be granted to City employees. 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.
- b. Eligibility for Jury Duty Pay. An employee holding a budgeted position of 0.5 FTE (full time equivalent) or greater shall be eligible for paid jury duty upon date of hire (i.e. seasonal, provisional and temporary employees are not eligible for City jury duty pay). 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 Finance Department.
- c. 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.
- d. 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.
- e. An employee shall call 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.

- f. 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). **Effective Date: 1/1/82 Revision Date: 11/7/17**

**SECTION 13: AMENDMENT** “1424 Overtime, Compensatory Time, And Premium Pay” of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

1424 Overtime, Compensatory Time, And Premium Pay

1. PURPOSE

To describe the policies and procedures of the City of West Allis in regard to overtime, compensatory time, and premium pay for City employees.

2. ORGANIZATIONS AND PERSONS AFFECTED

This policy applies to all City of West Allis departments, boards, commissions, and City employees except represented ~~protective service employees~~ public safety employees under Wis. Stat. 111.70.

3. POLICY

It is the policy of the City to follow a uniform set of procedures in regard to overtime, compensatory time, and premium pay for City employees.

4. REFERENCES

City of West Allis Revised Municipal Code, Section 2.76 Fair Labor Standards Act (FLSA) City of West Allis Policies and Procedures Manual, Policy 1205 – Payroll & Time Records City of West Allis Policies and Procedures Manual, Policy 1318 – On-Call City of West Allis Policies and Procedures Manual, Policy 1412 – Holidays City of West Allis Policies and Procedures Manual, Policy 1454 – Work Hours and Schedules

5. DEFINITIONS. In this section, the following terms and phrases shall have the corresponding meanings:

Bilingual	Able to proficiently and fluently interpret and translate, while maintaining intent and meaning, between the English language and either 1) American Sign Language or 2) a non-English language spoken by at least 5% of the City's population as determined by the most recent U.S. Census or American Community Survey.
Compensatory Time	Time off in lieu of overtime pay. Per the FLSA, Compensatory Time accrual for non-exempt employees shall not exceed 240 hours in a calendar year, <del>except for non-protective service positions and that</del> <u>amount shall not exceed</u> 480 hours for <del>protective service positions</del> <u>public safety employees under Wis. Stat. 111.70.</u> Should compensatory time accrual exceed said hours in a calendar year, the additional time shall be compensated by a cash payment

Emergency Service	Work that must be done immediately to save lives and to protect property and public health and safety, or to avert or lessen the threat of a major disaster. The nature of Emergency Service shall be determined by the Department Head
Exempt Position	A position as evaluated, classified and adopted in the City's Pay Plan which is not entitled to overtime pay per the FLSA
Fair Labor Standards Act (FLSA)	The federal statute that establishes minimum wage, overtime pay, recordkeeping, and youth employment standards. It also establishes criteria for exempt and non- exempt positions
FLSA Overtime	Hours worked in excess of 40 hours per work week by a non-exempt employee
Hours Worked	All time during a work week wherein an employee is necessarily required to be on the employer's premises, on duty, or at a prescribed work place and/or is required or permitted to perform services of benefit to the employer; it does not include paid or unpaid leave time, such as, but not limited to: time off bank usage, extended sick leave bank usage, vacation, random holidays, sick leave, health care appointments, funeral leave, FMLA, or other time off
Non-Exempt Position	A position entitled to overtime pay per the FLSA. Under the FLSA, non-exempt employees are entitled to time and one-half their "regular rate" of pay for each hour worked over the applicable FLSA overtime threshold in the applicable FLSA work period
Premium Pay	Additional pay provided to employees for working certain types of hours or performing certain duties such as, but not limited to, overtime, incentive work, fill-in pay, interim assignment pay, and other miscellaneous premium pays identified herein
Special Service Overtime	Work that must be completed in order to meet statutorily required deadlines, services, or some other duty of similar nature. For use only when extraordinary circumstance exist, and the departmental salary budget has sufficient funds available for the overtime pay. Does not include the performance of routine or regular duties

6. RESPONSIBILITIES

- a. Department Heads
  - i. Endeavor to minimize the need for overtime and compensatory time.
  - ii. (Reserved).
  - iii. Granting of all overtime, compensatory time, and premium pay is at the sole discretion of the Department Head and permission must be granted in advance.
  - iv. Determine the nature of Emergency Service.
- b. Employees Employees shall receive advanced permission prior to working overtime, earning premium pay, and working or using compensatory time.

7. OVERTIME PROCEDURES

- a. FLSA Exempt Employees: Employees in FLSA Exempt positions, per the City of West Allis pay schedule adopted by the Common Council, are not eligible for overtime per FLSA. However, said employees shall be allowed flexibility with respect to the hours worked over 45 hours per week (e.g., late arrivals, longer lunches, early departures, and other personal accommodations).
  - i. FLSA Exempt Employees, other than those employees in the Executive or Managerial Service, Assistant City Attorneys, Assistant Chief in Fire Department, and Deputy Chiefs in the Police and Fire Departments shall not be compensated with pay for hours worked over 401 but less

than 45 hours per work week; however flexibility shall be allowed with respect to the excess hours. In addition, such employees are eligible for compensatory time earned at straight time (i.e., not time and one half or double time) for any regular hours worked in excess of 45<sup>1</sup> hours per week, except in the case of those who work a 4-2 schedule, compensation at straight time shall be earned when hours worked exceeds four (4) hours beyond their normal work schedule for that week.

- ii. Compensatory Time Earned Unless otherwise noted, overtime work shall be credited to a compensatory time account. Compensatory time earned may be used for time off when approved by an employee's Department Head.
  - iii. Compensatory Time Paid as Overtime
    - (1) In December of each year, an employee will receive payment for all hours of compensatory time in excess of 60 hours that are listed in their account as of the last pay period ending in November of that year.
    - (2) Any unused compensatory time earned between the last pay period ending in November through December 31 of that year, which causes the compensatory time accrual to exceed 60 hours, shall be paid out as overtime.
    - (3) An employee, with the approval of their Department Head, shall have the option to receive payment for all or any part of the hours in their compensatory time account. Such payment shall be made by the second pay period following the request. All hours to be paid under this section will be subtracted from the employee's account as of such pay period.
  - iv. Compensatory Time Carryover
    - (1) An employee shall be allowed to carry over a maximum of 60 hours of compensatory time into the next calendar year.
    - (2) Under extenuating circumstances, an employee may request and the City Administrator may approve the carryover of more than 60 hours.
    - (3) All compensatory time hours carried into the next calendar year shall only be granted as time off. When compensatory time is taken, said time shall first be reduced from the hours that were carried over. At separation of employment, carried over compensatory time shall extend the term of employment.
- b. FLSA Non-Exempt Employees
- i. FLSA Overtime Earned An employee in a FLSA Non-Exempt Position per the City of West Allis pay plan adopted by the Common Council shall be paid overtime at the FLSA rate of one and one-half times their regular rate of pay for Hours Worked in excess of 40 per work week.
  - ii. Compensatory Time in Lieu of Overtime
    - (1) An employee may request to have hours added to their Compensatory Time account in lieu of FLSA Overtime pay. In December of each year, an employee will receive payment for all hours of Compensatory Time in excess of 60 hours that are listed in their account as of the last pay period ending in November of that year. An employee shall be allowed to carry over a maximum of 60 hours of Compensatory Time into the next calendar year. All Compensatory Time hours carried into the next calendar year shall only be compensated as time off. When Compensatory Time is taken, said time shall first be reduced from the hours that were carried over.
    - (2) Employees in the Engineering Department or Police Department, at the discretion of the Department Head, shall be allowed to carry over up to 120 hours in their Compensatory Time account for use as time off only; however, the balance in said account shall be reduced to 40 hours by April 30.
    - (3) An employee with the approval of their Department Head shall have the option to receive payment for all or any part of the hours remaining in their Compensatory Time account (excluding any hours carried over from the previous calendar year). Such payment shall be made by the second pay period following the request. All hours to be paid under this section will be canceled from the employee's account as of such pay period.
    - (4) Public Works Department (PW) Employees not assigned on a regular basis to office

positions shall be paid for any overtime work unless an employee requests the overtime to be added to their Compensatory Time account.

- iii. Double Time- 5-2 Schedule Employees (4-2 Schedule Employees excluded) Overtime at the rate of double their regular rate of pay shall be paid or accrued for all hours worked on

Sundays and paid holidays, if not part of the employee's regular work schedule. This provision shall only apply to employees who are required to work on Sundays or holidays if 40 hours paid during the same week. An employee who chooses to work on those days shall not be entitled to double time pay.

c. Part-Time Employees

- i. Part-Time FLSA Exempt Employees: Any hours worked in excess of their normal budgeted schedule can either be paid or accrued as compensatory time at straight-time, depending on Department staffing needs, budgetary availability, and Department Head approval.
- ii. Part-Time FLSA Non-Exempt Employees Who Work 40 Hours or Less in a Work-Week: Any hours worked in excess of their normal budgeted schedule can either be paid or accrued as Compensatory Time at straight-time, depending on Department staffing needs, budgetary availability, and Department Head approval.
- iii. Part-Time FLSA Non-Exempt Employees Who Work More Than 40 Hours in a Work Week: Only with advance approval by the Department Head, Finance Director, and City Administrator, may such employee work in excess of 40 hours. With said approval, such employees shall be paid in cash at straight time up to 40 hours and any such hours worked over 40 hours may either be paid in cash or accrued as Compensatory Time at time and one-half (1½), depending on Department staffing needs, budgetary availability, and Department Head approval.

d. Emergency or Special Service Overtime

- i. Executive or Managerial Service Employees: In no case shall an Executive or Managerial Service employee receive Emergency or Special Service overtime or compensatory time.
- ii. FLSA Exempt Employees: Overtime at the straight time rate of pay shall be paid for all Emergency or Special Service work or Special Service work performed by employees after reaching 40 hours paid in a week. Employees may request compensatory time in lieu of overtime.
- iii. FLSA Non-Exempt Employees: Overtime at the rate of time and one half (1½) the regular rate of pay shall be paid for all Emergency performed by employees after reaching 40 hours paid in a week. Employees may request compensatory time in lieu of overtime.

8. PUBLIC WORK INCENTIVE ROUTE PROCEDURES

- a. Employees shall receive compensation equal to 8 hours of pay on any day designated as an "incentive work" day by the Director of Public Works/Engineering or his/her designee, even though they are allowed to "punch out" prior to completing 8 hours of actual work. Said employees may be required to perform other duties and/or participate in training. When required to perform other duties and/or participate in training during normal working hours (i.e., 7:00/7:30 a.m. to 3:00/3:30 p.m.), said time is considered part of the "incentive work" day and therefore no additional pay is provided. Example: an employee attends training from 7:00 a.m. to 8:00 a.m. and then performs their incentive route collection from 8:00 a.m. to 1:30 p.m. (total of 6.5 hours worked); the employee would receive their regular 8 hours of incentive route pay.
- b. Incentive Refuse Task Rate. Employees working as collectors on incentive routes shall receive an additional \$2.00 per hour.
- c. Overtime at the rate of time and one-half (1½) the regular rate of employee pay shall be paid or accrued for all hours spent performing snow/ice control/removal (that is, after their incentive route duties have been successfully completed), between the hours of 7:00/7:30 a.m. and 3/3:30 p.m.; in excess of 8 hours per day; or on Saturday.
- d. Overtime at the rate of double the regular rate of employee pay shall be paid or



accrued for incentive work on Sundays or paid holidays.

- e. Incentive Refuse Shortened Work Week Premium. On each day of a shortened work week either due to a Holiday, weather related issue or any other assignment issue, where it may require the collection of refuse/recycling services in a shortened work week/timeframe, the assigned personnel performing such services, working as

collectors on an incentive refuse/recycling route and working 125% of a day's assigned route (1¼) or more as necessary for each work day. The assigned collectors shall be compensated an additional 2 hours pay at time and one-half.

9. DEPARTMENT OF PUBLIC WORKS FILL-IN PAY (FIP)

- a. Fill-in Pay (FIP) for PW Employees performing job duties of a higher classification will be granted for one (1) full day of work (as defined within Policy 1454, Work Hours and Schedules, typically eight (8) hours). In other words, there will be no FIP for less than one (1) full day/eight (8) hours and no proration for partial days. FIP work shall generally apply to short-term situations, must be authorized in advance by the Department Head, and shall be documented using regular time processing methods. FIP shall be administered as follows:
- b. To provide additional compensation to those who are filling in for supervisor positions where directions and assignments need to be given, and oversight provided, to staff on days that the permanent supervisor is not available, or other similar assignments that distinctly require a higher level of work to be completed in the regular employee's absence. It is not intended to be paid to employees who are taking over a portion of another employee's work such as answering phones or responding to walk in customers, and other similar duties. Employees filling in for positions 1-2 grades above the employee's position - \$20 per day. Employees filling in for positions 3 or more grades above the employee's position - \$40 per day.
- c. Guidelines.
  - i. If the superintendent is absent, the designated lead will be responsible to cover the superintendent duties - there will be no applicable FIP.
  - ii. If the lead person is absent, the superintendent will be responsible to cover the lead duties (an exception may be made if the superintendent justifies the need for fill-in lead duties).
  - iii. During a work day where both the superintendent and lead person are absent, the FIP will be awarded at the minimum level for that date; i.e., lead position.

10. INTERIM ASSIGNMENT PAY (IAP)

- a. Interim Assignment Pay (IAP) will be used as "temporary appointments" to higher job classifications and shall generally apply to long-term situations of two (2) weeks' time or more. IAP shall be formally processed using a Personnel Action Form (PAF). All job classifications, except Executive Service, shall be eligible for IAP. When a Department Head is aware of an absence of 30 or more consecutive calendar days, the IAP shall be paid from the first day of the temporary assignment.
- b. The IAP is based on the pay range of the position temporarily being filled, and shall provide at least a 3-5% pay increase over the employee's current pay rate.
- c. If a non-exempt employee is temporarily assigned to an exempt position, said employee retains their status as a non-exempt employee.
- d. If a temporary assignment extends beyond 90 consecutive calendar days, the Department Head may seek approval from the City Administrator and the Director of Human Resources to extend the appointment. Any temporary assignment extending beyond 180 consecutive calendar days must be approved by the Common Council and re-approved for every additional 90 consecutive calendar days thereafter.
- e. In the event an employee assumes a portion of the position's responsibilities, as determined by the Department Head, the Department Head shall prorate the applicable increase based on the percentage of the duties performed as related to the amount and level of difficulty of duties assumed. The Department Head shall document the duties to be performed on the PAF.
- f. For an employee receiving IAP, such pay shall not be compensated if that employee is either off of work in a non-working capacity, per 5(f), resulting in off work status past

5 work days. The person receiving IAP shall be compensated at his/her original pay rate prior to receiving the IAP.

#### 11. MISCELLANEOUS PREMIUM PAY

- a. Emergency Service Call Back Pay: All Non-Exempt Employees (except Executive Service Employees) called in to perform Emergency Service shall be paid a minimum of two (2) hours at the employee's regular base hourly rate of pay if such emergency time worked is less than 1.4 hours (or less than 1 hour for work on Sundays/paid Holidays per Section 7(b)(iii). Once an employee works equal to or more than 1.4 hours, all time worked will be compensated at time and one-half; or for Sundays/paid Holidays per Section 7(b)(iii), once an employee works equal to or more than 1 hour, all time worked will be compensated at double time. Scheduled overtime and scheduled call backs do not constitute emergency service call back. The decision as to the emergency nature of the service shall be determined by the Department Head.
- b. Dispatcher Training Task Rate Pay: Employees classified as a Dispatcher (excluding the Dispatcher/Trainer position) shall receive \$1.00 per hour for every hour worked training other Dispatchers.
- c. Acting Communications Supervisor (Dispatch Center) Pay: Employees classified as a Dispatcher shall receive \$1.50 per hour for every hour worked as an Acting Communications Supervisor.
- d. Watch Duty Pay: PW Employees shall receive \$100.00 per week when on Watch Duty. An additional \$45.00 per day shall be paid for each paid holiday per Policy 1412 – Holidays, which occurs during the on-call week. Refer to the Department's Standard Operating Procedures manual along with supplements from individual Divisions which list the guidelines and responsibilities for those employees assigned watch duty.
- e. Shift Differential Pay: Shift differential shall not be paid for any position whose work schedule is outside of the normal hours of operation as set by the Revised Municipal Code, Department Head, or building policy.
- f. Voting Equipment Technician Premium Pay: Employees shall receive \$0.50 per hour for every hour worked as a Voting Equipment Technician.
- g. IT On-Call Premium: Employees of the IT Department assigned weekly on-call duties and responsibilities shall receive \$100.00 per week while on-call. An additional \$45.00 per day shall be paid for each paid holiday per Policy 1412 – Holidays, which occurs during the on-call week. Refer to Policy 1318 - On-Call for policies and procedures of the on-call process.
- h. Annual Holiday Pay: Non-represented ~~protective service personnel~~ public safety employees under Wis. Stat. 111.70 (Police Classifications: Lieutenant, Captain, Deputy Chief, Chief; Fire Classifications: Battalion Chief, Deputy Chief, Assistant Chief, Chief) working a 5-2 schedule (i.e., Monday-Friday), shall receive an amount equal to 6.26% of their annual pay on or about December 1 of every year; in addition, said personnel shall receive time off with pay for any holiday, covered under Policy 1412-Holidays, that falls on a scheduled work day. Those said non-represented ~~protective service personnel~~ public safety employees under Wis. Stat. 111.70 working a 4-2 schedule (Police) or 24 hour duty (Fire), shall receive 11 days of 8 hour days of 8 hours each paid at time and one-half; however do not receive time off with pay for any holiday covered under Policy 1412-Holidays that fall on a scheduled work day. New employees and existing employees will be compensated on a pro-rated basis computed on time worked during that calendar year.
- i. West Allis Resident Incentive Premium Pay: An employee who resides within the City of West Allis shall be granted an additional premium payment determined in the Salary Schedule; no post-dating or pre-dating shall take place. An employee is required to notify their Department Head within twenty-four (24) hours of any change in residency. The Department Head shall submit a PAF to the HR Department within 24 hours of notification.
- j. Police Department SWAT Team Pay: Police Department non-represented staff who are members of the SWAT team shall receive an additional monthly payment consistent with represented SWAT team members' monthly payment.
- k. Paramedic Pay: Fire Department non-represented officers who hold paramedic certification shall be compensated at the same rate as represented employees of the Department who receive paramedic incentive pay.

- l. Master Trade Licenses and Certification Pay: Effective June 1, 2017, an Electrical Mechanic or Plumber holding a Master License from the State of Wisconsin will receive an additional 2% of base pay (Step 1 of applicable position) to be paid over 26 pay periods for attaining and maintaining the Master License when approved in writing by the Director of Public Works. Equipment Mechanics holding a Certification from either a National Institute for Automotive Service Excellence (ASE) or the Structural Welding Certificate from the State of Wisconsin will receive an additional 2% of base pay (Step 1 of applicable position) to be paid over 26 pay periods for attaining and maintaining the certification or license. In addition, the City will pay for recertification, training, continuing education credits, and other fees necessary for the maintenance of said licenses and certifications.
- m. Emergency Medical Dispatch Certification Pay: Police Department-Full-time Dispatchers, Police Communication Supervisors, and the Communication Manager holding Emergency Medical Dispatch certification shall receive an annual payment of \$300 payable in December.
- n. Work Reduction Pay: Fire Department Battalion Chiefs receive work reduction days off, with compensation, due to their 24-hour work schedule. Each Battalion Chief will be credited with 216 hours of work reduction/compensatory time, consisting of nine (9) periods of twenty-four (24) hours each. The effect of the Work Reduction Pay is to reduce the average work week to 51.84 hours, and the basic work year to 2,695.68 hours.
- o. Compression Pay Differential for Police and Fire Department Sworn Non-Represented Employees: Compression Pay Differential provides for the following minimum pay difference for employees in such positions:
  - i. Fire Chief: 29% above the Captain Max (which is 8% above the Assistant Fire Chief)
  - ii. Assistant Fire Chief: 21% above the Captain Max (which is 8% above the Deputy Fire Chief)
  - iii. Deputy Fire Chief: 8% above the Captain Max (which is 5% above the Fire Battalion Chief)
  - iv. Fire Battalion Chief: 8% above the Captain Max
    - (1) Battalion Chiefs work a normal schedule of 51.84 hours per week. Therefore, these positions do not earn regular overtime until greater than 51.84 hours are worked per week. Overtime earned by Battalion Chiefs is at straight time
  - v. Police Chief: 29% above the Det. Sgt. Max (which is 8% above the Deputy Police Chief)
  - vi. Deputy Police Chief: 21% above the Det. Sgt. Max (which is 8% above the Police Captain)
  - vii. Police Captain: 13% above the Det. Sgt. Max (which is equivalent to the Police Lt.)
  - viii. Police Lt.: 8% above the Det. Sgt. Max
- p. Bilingual Premium Pay: Each bilingual employee shall receive \$50 per pay period if the employee is:
  - i. A non-probationary, non-sworn, FLSA-nonexempt, regular full-time employee;
  - ii. Not required to use a second language in their regular job duties;
  - iii. Employed in a customer-facing position;
  - iv. Utilizing their bilingual skill in necessary situations at least 10% of hours worked;
  - v. If interpreting American Sign Language, licensed under Wis. Stat. 440.032.
  - vi. Approved for premium pay by that employee's Department Head, the HR Director, and the City Administrator.
    - (1) Approval is based upon the employee's proficiency, how frequently the employee serves as an interpreter or translator when asked by other employees within and outside the employee's department, and the employee's availability to translate or interpret during non-scheduled work hours and emergencies.
    - (2) Approval may be suspended or rescinded if the employee is not rated as performing during a performance review, the employee is reassigned to a different job position, the functions of the job position no longer meet the requirements for this premium pay, the employee does not maintain proficiency, or the employee is off work in a non-working capacity resulting in off work status for an entire pay period.

**SECTION 14:            AMENDMENT "1430 Sick Leave" of the City Of West Allis**

Policies & Procedures is hereby *amended* as follows:

## AMENDMENT

### 1430 Sick Leave

1. **PURPOSE** To describe the policies and procedures of the City of West Allis concerning sick leave for City employees.
2. **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~~ public safety employees under Wis. Stat. 111.70.
3. **POLICY** It is the policy of the Human Resources Department to follow a uniform set of policies in regard to administrating the sick leave program for City employees.
4. **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. **PROCEDURES**
  - a. **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.
  - b. **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.
  - c. **GENERAL POLICIES - SICK LEAVE GENERALLY**
    - i. 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.
    - ii. **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).
    - iii. **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.

- iv. 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.
  - v. 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.
  - vi. 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.
  - vii. 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.
  - viii. 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.
- d. GENERAL POLICIES - SICK LEAVE ADMINISTRATION
- i. 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.
  - ii. Calculation of Days. Actual working days from which an employee is absent due to illness or injury, shall be charged against the employee.
  - iii. 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(c)(iii) 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.
- e. GENERAL POLICIES - ILLNESS OR INJURY DISABILITY PROGRAMS
- i. 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).

- ii. 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:

Term of Employment	Benefit
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.

- (A) 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.
- (B) 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).
- (C) 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.

f. GENERAL POLICIES - ALTERNATE DUTY

- i. 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.
- ii. 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.
- iii. 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).
- iv. The City shall determine if/when alternate duty assignments will be commenced and how long they will continue.
- v. An employee temporarily placed on alternate duty will receive regular full rate compensation for the hours so worked. **Effective Date:**  
~~1/1/82~~**Revision Date: 1/16/2018**

**SECTION 15:** **AMENDMENT** "1432 Vacations" of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

1432 Vacations

1. PURPOSE To describe the policies and procedures of the City of West Allis in regard to vacations for City employees.
2. ORGANIZATIONS AND PERSONS AFFECTED This policy applies to all City of West Allis departments, boards, commissions, and employees except elected officials and ~~protective service employees~~ public safety employees under Wis. Stat. 111.70, unless otherwise included by City Ordinance or Policy and Procedure.
3. POLICY It is the policy of the City of West Allis to grant vacations with pay, to provide qualifying employees with periods of rest and recreation in recognition of services performed.
4. REFERENCES City of West Allis Revised Municipal Code Sections 2.76(11), 4.10, and 5.126
5. PROCEDURES



- a. **Qualifying Employee and Eligibility** An employee holding a minimum of a 0.5 FTE (full time equivalent) budgeted position shall be eligible for vacation upon date of hire, accrued at 1/12 per month, following the vacation schedule (5.2 below). An employee appointed on or before the 15th day of any month shall accrue vacation for the month. An employee appointed after the 15th day of any month shall not accrue vacation until the next month. Vacation 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 vacation 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. Vacation hours are to be used during the active employment periods and cannot be used to extend the period of active employment. Eligibility for vacation for employees hired prior to January 1, 2006 (Nurses Unit), January 1, 2008 (Engineering Technician and Aides Association), and January 1, 2009 (Clerical Unit, Public Works Unit and Non-represented employees), shall be after the completion of 12 months of service following appointment but accumulation shall be retroactive to time of appointment. Vacation time shall be earned at a monthly rate measured from the employee’s last anniversary date of appointment by dividing the accruable vacation by 12 and then multiplying the number of months served following the vacation schedule (5.2 below). Any vacation taken before it has been fully earned, shall be considered time owed the City until it is earned.

- b. **Vacation Schedule**

<b>YEARS OF SERVICE</b>	<b>VACATION DAYS</b>
0 to 5	10
5 to 8	11
8 to 12	16
12 to 16	19
16 to 20	22
20 to 21	23
21 to 22	24
22 to 23	25
23 to 24	26
24 to 25	27
25+	28

- c. **Vacation Selection** Department Heads, being guided by the practical considerations involved in the efficient operation of the Department and giving due consideration to the convenience of the employees, shall determine when vacations shall be taken.

- d. **General Policies**

- i. Employees shall be credited their full vacation schedule per section 5(b) above on January 1 of every calendar year with the understanding that any vacation time taken before it has been fully earned per section 5(a) above, shall be considered time owed the City.
- ii. Prior to December 15 of any calendar year, an employee may request a one- week carryover of vacation to the following year, which shall be used by May 1st of that year subject to Department Head approval and under the same constraints as any other vacation selection. Under

extenuating circumstances, an employee or Department Head may seek approval from the City Administrative Officer to carry over more than one week of vacation and/or carry it beyond the May 1st date. Any vacation time carried over shall not be eligible for payout upon separation (voluntary or otherwise) from employment unless approved by the City Administrative Officer. Any vacation not taken in accordance with this provision shall be lost.

- iii. When an employee who qualified for vacation time prior to resigning from the City's service in good standing, is recalled or reinstated into a position eligible for vacation, he or she shall be granted credit for prior service with the City for vacation purposes consistent with this policy.
- iv. Any employee who leaves the service of the City due to resignation, retirement, layoff or death, or who takes military leave, will be paid for earned vacation time. In case of the death of an employee, the accrued vacation allowance of such employee shall be paid pursuant to Section 109.03(3), Wisconsin Statutes. Any employee who leaves the service of the City for any of the reasons set forth above, and who owes the City for compensation, shall have the compensation for the vacation time owed the City, deducted from the final pay. Employees terminated for misconduct shall not be entitled to pay for accumulated vacation time.
- v. In the event an employee is required to work during their assigned vacation period, the employee and Department Head will determine whether such hours worked will be credited at double time (thus foregoing vacation) or credited at straight time with the ability of the employee to take the lost vacation period at a later date, dependent upon the needs of the Department. (NOTE: This provision does not apply to any ~~protective service employee~~ public safety employees under Wis. Stat. 111.70, represented or non-represented.)
- vi. 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 vacation accrual purposes. An employee who stops accruing vacation time in accordance with this paragraph shall begin to accrue vacation time when he or she has returned to work for a period of 30 or more consecutive calendar days ("30 day period"). Paid time off, except sick leave (e.g. vacation, random holiday, holiday, compensation time, funeral leave, holiday) or approved Voluntary Time Off, may be taken during the 30-day return period without causing this period to start 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; s/he 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 appointment) 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 sick leave (i.e. s/he would not receive credit for vacation accrual purposes for working any days in the 30-day period prior to taking sick leave).
- vii. Department Heads with the approval of the HR Director, Finance Director and City Administrator, may make exceptions to the

provisions contained herein for significant recruitment/hiring/retention reasons. ~~Effective Date: 1/1/82~~~~Revision Date: 2/20/18~~

**SECTION 16: AMENDMENT** “1454 Work Hours And Schedules” of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

#### AMENDMENT

##### 1454 Work Hours And Schedules

1. PURPOSE: To describe the policies and procedures of the City of West Allis in regard to work hours and work schedules.
2. ORGANIZATIONS AND PERSONS AFFECTED: This policy applies to all City of West Allis departments, boards, commissions, and employees except elected officials.
3. POLICY: It is the policy of the City to follow a uniform set of guidelines regarding work hours and work schedules.
4. REFERENCES: City of West Allis Revised Municipal Code Sections 2.07, 2.76(9), 4.04 and 5.115. ~~Protective Service~~-Collective Bargaining Agreements:
5. PROCEDURES: The implementation of work hours and schedules shall be the responsibility of the Department Head, as appropriate, within the following guidelines. Nothing in this policy shall preclude a Department Head from managing Department operations to implement daily, periodic, or other variations from the normal work schedule to accomplish certain tasks under a special circumstance or to reduce overtime on an ongoing basis.
  - a. GENERAL POLICIES – WORK HOURS AND SCHEDULES Nothing in this policy shall be construed as a guarantee or limitation of the number of hours an employee may work in a day or week.
    - i. Hours of Operation. Hours of operation are set by the Revised Municipal Code, Department Head or building policy.
    - ii. Normal Work Day/Week.
      - (1) Full-time employees typically work an 8-hour day/40-hour week, 52 weeks per calendar year.
      - (2) Part-time employee work schedules are considered anything less than full-time.
      - (3) Department of Public Works/Engineering employees working as collectors on incentive routes shall be allowed to “punch out” prior to completing eight (8) hours of actual work in accordance with Departmental policies/procedures/rules/regulations pertaining to the incentive refuse/recyclable collection system; any day of the week may be designated as an “incentive route” day as determined by the Director of Public Works/Engineering or his/her designee.
    - iii. Lunch Hour and Breaks. An employee is granted breaks and a lunch hour, based on the number of hours worked in a day and per Departmental policy. Breaks shall not be used to extend a lunch hour and/or shorten a workday/week (e.g., arrive late or leave early); in other words, “use it or lose it” at its daily designated time.
    - iv. Attendance. Prompt and regular attendance is required from all employees. An employee is required to call in and report absences or tardiness to their supervisor per Departmental policy. An employee who fails to report to work for three consecutive workdays without notice will be deemed to have voluntarily terminated their

employment. Tardiness and absenteeism may result in discipline, up to and including termination of employment.

- v. Overtime. Overtime shall be administered in accordance with Premium Pay Policy 1424.

- b. GENERAL POLICIES – FLEXIBLE WORK TIME: The overall goal of the flexible work time schedule is to provide flexibility for the employee's individual/personal circumstances, while at the same time continuing to accomplish all work in an efficient manner and to serve the public's needs.

The implementation of flexible work time schedules shall be the responsibility of a Department Head, as appropriate, within the following guidelines.

- i. An employee is eligible to request a flexible work time schedule through their immediate supervisor with final approval granted by the Department Head. Upon Department Head approval (whose decision shall be final), the approved, written flexible work time schedule shall be maintained in the respective office with a copy being provided to the Human Resources Office.
- ii. The flexible work time schedule shall be within the limits of one (1) hour before and one (1) hour after the "normal" office hours of the respective building.
- iii. The "normal" number of hours in a work day/week shall be maintained; adequate staff coverage must also be maintained during the "regular" open hours of the building.
- iv. The flexible work time schedule shall be consecutive and uninterrupted with the exception of breaks and lunch.
- v. Flexible work time schedules shall not adversely affect work; the quality and quantity of work must be maintained so as to not interfere with service to the public and staff.
- vi. Flexible work time schedules shall be granted on the basis of job duties, the need for and availability of supervision, work record, demand, and availability, as determined by each Department Head.
- vii. Responsibility for an employee working under the flexible work time schedule shall remain with the Department Head and immediate supervisor as delegated. (Physical presence of the supervisor is not necessarily required.)
- viii. Small offices having only one type of position are limited in the use of flexible work time schedules. Any use of flexible work time schedules in these situations shall have other staff in that office, or another office, provide coverage for that position's responsibility.
- ix. Expanded work hours into early morning/late evening/weekends/compressed workweek and use of flexible work time solely for the use of accruing time for periodic half-days or full days off shall not be permitted.
- x. No overtime shall be allowed to be incurred as a result of flexible work time schedules.
- xi. Any variations from this policy shall be permitted by exception. A Department Head (on behalf of an employee) may submit a written request for such an exception based on some unique or special need. The request shall be submitted to the City Administrative Officer/Clerk-Treasurer who, after reviewing the request with the employee, immediate supervisor, and Department Head, and after conferring with the Mayor and Human Resources Manager, may approve such request for an exception. The decision of the City Administrative Officer/Clerk-Treasurer shall be final.
- xii. The provisions of this policy shall not conflict with any ordinances,

other policies, union contracts, or officially approved past practices.

~~Effective Date: 2/2/99~~ ~~Revision Date: 04/03/13~~

**SECTION 17: AMENDMENT** “1484 Clothing, Tool And Other Allowances” of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

#### AMENDMENT

1484 Clothing, Tool And Other Allowances

1. PURPOSE

To detail the policies and procedures of the City of West Allis in regard to clothing, tool and other allowances provided to City employees.

2. ORGANIZATIONS AND PERSONS AFFECTED

This policy applies to all City of West Allis departments and employees as specified herein.

3. POLICY

It is the policy of the City of West Allis to provide clothing, tool and other allowances to employees as deemed necessary and/or required for the performance of their position.

4. REFERENCES

City of West Allis Revised Municipal Code Sections 2.76(19) City of West Allis Policies & Procedures Manual, Policy No. 1468 – Vehicle Operation and Driving Policy/Mileage Reimbursement

5. PROCEDURES

- a. Clothing Allowance The Clothing Allowance shall be paid based on budgeted FTE; an employee holding a budgeted position of less than full-time shall have their Clothing Allowance prorated accordingly.

i. Police Department

- (1) Non-represented ~~protective service employees~~ public safety employee under Wis. Stat. 111.70 and Parking Control Operators shall be paid \$140.00 allowance in March and September, \$280 annually, for maintenance and cleaning of uniforms and/or work clothing as approved by the Police & Fire Commission (PFC).
- (2) The Police Chief and other designated non-represented ~~protective service employees~~ public safety employee under Wis. Stat. 111.70 who wear plain clothes shall be paid a \$400 allowance for said clothing on or about December 1 of each year.

- ii. Health Department Community Health Nutritionists, Public Health Nurses I & II, and Public Health Specialists shall be paid \$10.00 per month, payable quarterly, as reimbursement for the cost of cleaning and maintenance of laboratory coats.

iii. Department of Public Works/Engineering

- (1) The Fleet Services Division shall be provided 17 pairs of coveralls (5 changes per week). In January of each year these employees will be given the option of selecting either a coverall uniform or pants and shirt set for that calendar year.
- (2) The Sanitation and Streets Division shall be provided 20 coveralls (2 changes per week); Maintenance Repairer coveralls will be personalized.
- (3) The Water Division shall be provided 17 coveralls (weekly change).

- (4) The Building and Electrical Services Division shall be provided 9 coveralls (weekly change) and 1 pair of painter's trousers, and 1 set (3 changes per week) of pants and shirts for Plumber.
- (5) Refuse Collectors and Sewer Crews shall be provided gloves for use on the job.
- (6) Maintenance Repairers and Maintainers assigned to the Street and Sewer Section shall be provided, as needed, but not more than 1 pair of overshoes per year.
- (7) Arborists having 60 hours or more of on-the-job climbing in the previous calendar year, shall be provided a \$50.00 allowance per year towards the purchase of Arborist climbing boots upon presentation of a receipt specifying the purchase of climbing boots (the receipt being retained by the City).
- iv. Fire Department The City of West Allis contracts with a vendor to maintain and clean uniforms and/or work clothing as approved by the PFC.
- b. Tool Allowance
 

The Tool Allowance shall be paid based on budgeted FTE; an employee holding a budgeted position of less than full-time shall have their Tool Allowance prorated accordingly.

  - i. Department of Public Works/Engineering
 

A cash allowance, as approved by the Department Head/designee, shall be paid annually to each employee using personally owned tools, in the following classifications:

    - (1) Equipment Mechanics: \$160
    - (2) Carpenters: \$65
    - (3) Maintenance Repairers, Fleet Services Division: \$55
- c. Other Allowances
  - i. Health Department The City shall pay the Wisconsin Registered Nurse License renewal fee for all employees who submit their renewal notice to the Health Commissioner/designee by January 15 of the renewal year or as soon thereafter as possible as the employee receives the notice. Employees shall submit renewal certificates to the Health Commissioner/designee by March 1 of the renewal year or as soon thereafter as the employee receives the certificate. In no event shall the City pay late fee charges.
  - ii. Department of Public Works/Engineering
    - (1) The City shall pay the State registration fees for employees who qualify as Professional Engineers, and for up to two (2) Land Surveyors.
    - (2) The City shall pay the Commercial Driver's License (CDL) and endorsement renewal fees for employees working in regular, benefitted positions requiring a CDL and specific endorsements. New employees, upon completion of their probationary period, shall receive a pro-rated reimbursement of their required CDL and endorsement renewal fees for the period from their start date through the expiration date of their license.
  - iii. Other
    - (1) The City shall furnish prescription safety glasses to those employees requiring them for the safe performance of their duties. City vehicles furnished to designated employees shall be subject to the terms and conditions set forth in Policy

1468, Vehicle Operation and Driving Policy/Mileage Reimbursement.

- (2) As determined by the Department Head and included in their approved Department budget, the City shall pay the applicable certification, license, membership, etc., fee/cost for employees who require said certification, license, membership, etc., to perform the duties of their position.
- (3) As determined by the Department Head and included in their approved Department budget, a regular, benefitted Department of Public Works employee employed on or after January 1, 2019 would be provided one pair of appropriate footwear (steel toed, meeting American Society for Testing Materials compression ratings, leather (no mesh), hard sole) up to a value of \$150/pair. A total of \$200 for Arborists for purchase of Arborist climbing boots. The shoes would be furnished by the City through qualified vendors as determined by the Safety and Training Coordinator. A secondary option would be an employee may select a vendor of their choice every year if funding is available. Wearing of safety shoes meeting the requirement above is mandatory. Eligible employees must remain employed for six (6) months following receiving the safety shoe reimbursement. If an employee resigns, retires, or is involuntarily terminated prior to said time frame (i.e., 6 months), said employee shall owe the City the amount of the safety shoe monies paid. Further, if said employee is required to repay, the City is authorized to withhold the amount from the employee's paycheck.
- (4) As determined by the Department Head based on the needs of the Department, an agreement may be entered into with a regular, benefitted Department of Public Works employee who does not possess a Commercial Driver's License (CDL) and the necessary endorsements at the time of hire, to pay for the training and fees associated with attaining the CDL and endorsements required for their position. The agreement shall address the terms under which the employee will be required to reimburse the City for the costs it expends in providing the employee's required CDL training and licensure.

~~Effective Date: 12/18/12~~

~~Revision Date: 11/5/19~~

**SECTION 18:** **EFFECTIVE DATE** This policy amendment shall be in full force and effect on and after September 1, 2023.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Ray Turner	_____	_____	_____	_____
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