

PERSONNEL COMMITTEE AGENDA  
Friday January 11, 2013 – 12:30 p.m.  
City Conference Room – City Hall

[A quorum of the City Council may attend this meeting]

1. Discussion and possible action on amendments to City Administrative Policies.
2. Adjournment.

Any person who has special needs while attending this meeting or needs agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, TDD# 346-1556, or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during normal business hours from 7:30 a.m. to 4:30 p.m

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**\*\* CITY OF STEVENS POINT \*\***  
**ADMINISTRATIVE POLICY**

Policy Title: ~~Administrative Policy Manual~~ **Introduction**

Date of Issuance: December 18, 1989

Policy No. 1.01

Revision Date: November 15, 1993, July 17, 1995, July 21, 1997,  
July 21, 1997, August 20, 2001, February 21, 2005

Page 1 of 2

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- I. ~~Description~~ **Introduction:** This policy book contains many of the policies and procedures you are expected to follow as an employee of the City of Stevens Point. ~~explains the purpose for and scope of the City's Administrative Policy Manual. It also covers procedures necessary for policy administration and policy additions or revisions.~~

**This Policy book was created to provide guidelines to aid all employees in understanding policies, benefits, and procedures that relate to their employment with the City of Stevens Point. It contains general statements of City policy and should not be read as including the fine specific details of each policy, nor as forming an express or implied contract or promise that the policies discussed in it will be applied in all cases. The Administrative Policies do This Hand book does not form a contract between the City and its employees since it is subject to unilateral change, amendment or appeal revision by the City Council as it sees fit.**

1. ~~Purpose~~

A. ~~These written policies should increase understanding, reduce the need for separate decisions on matters of City-wide policy, and help to ensure uniformity throughout the City organization.~~

B.

2. ~~Scope~~

A. ~~Administrative policies are designed to address basic operational matters facing the City which are not specifically governed by labor agreement, ordinance, departmental rules, or statute. These policies shall be applicable to all City positions. Administrative Policies apply to all regular and limited term employees of the City of Stevens Point except as otherwise provided by law.~~

B. ~~When there is a conflict between the Administrative Policies and a City labor~~

~~agreement, governing State Statute, rules and regulations of a department promulgated by their governing commission which is authorized by statute to promulgate independent of the Common Council, or City Ordinance, the Labor agreement, Statute, departmental rules and regulations, or ordinance will prevail.~~

~~3. Policy Administration~~

~~A. It is the responsibility of all management personnel to implement the City Administrative Policies and apply them in a fair and consistent manner.~~

~~(1) Supervisors should ensure employees have access to a current Administrative Policy Manual within their work area.~~

~~(2) When a policy impedes the efficient operation of a department, the department may appeal to the City Personnel Committee for exception from the policy. Policy revisions should be handled as described below.~~

**II. Purpose:**

**A. This Policy book should be viewed as serving two important purposes: first, the handbook sets forth the City's expectations for you as an employee; second, the handbook is meant to educate you on what you can expect from the City in your employment relationship. The overall intent is to assure fair, equitable and open relations between you and the City.**

**The City expects its employees, when dealing with the public during the course of their employment, to respond to the public as the situation would dictate in a manner which will uphold the image and traditions of the City. Through this cooperative and collaborative relationship, the reputation and traditions of the City for providing quality services will continue to be achieved.**

**Unless otherwise prohibited by law, final interpretation and implementation of the policies contained in this Policy book is vested solely with the City of Stevens Point. The Policy book is subject to change at any time and will be reviewed and revised periodically.**

~~A. The general purpose of this manual **Handbook** is to provide written documentation of City administrative policies in an effort to ensure consistency in their understanding and application.~~

**B. While uniform implementation of policies is the desired goal, it is recognized that**

each department has unique characteristics that may require special consideration in certain policy areas.

- C. These personnel policies clarify the behavior expected of City employees. These policies do not, however, contain all the procedures and regulations which may be applicable to a particular position with the City of Stevens Point. More detailed Departmental and Divisional regulations may be adopted which are not inconsistent with these policies.**

**It is your responsibility to read and understand these policies. It is also your responsibility to ask questions regarding portions of the Policy book or other policies that are applicable to your employment with the City that you do not understand.**

- D. When there is a conflict regarding the present policy and any other past policies relating to personnel matters, the present policy will prevail.**
- E. To the extent this Policy book conflicts with specific language in applicable collective bargaining agreements covering certain employees, the specific language of the collective bargaining agreement shall control over the language of the Policy book when required. Additionally, any wages, hours and working conditions referenced in this Policy book that are subject to a mandatory duty to bargaining are not binding on those parties unless permitted by the collective bargaining agreement or upon fulfillment of the duty to collectively bargain between the Union and City, or upon waiver.**

### **III. Responsibility of Management**

**All Wisconsin employers, including municipalities, are given broad authority to manage their operations and functions. These rights include, but are not limited to the following:**

- 1. Prescribing and administering rules and regulations essential to accomplishing the services desired by the Mayor, City Clerk, City Comptroller/Treasurer, City Attorney, Management Team and the City Council;**
- 2. Managing and otherwise supervising employees;**
- 3. Hiring, promoting, transferring, assigning and retaining employees;**
- 4. Taking disciplinary action such as suspension, demotion, termination or any other disciplinary action deemed appropriate by the City;**
- 5. Relieving employees of duties because of lack of work or for other legitimate reasons;**
- 6. Maintaining the efficiency and economy of operations entrusted to the City administration;**
- 7. Determining the methods, means and personnel by which such operations are**

- to be conducted; and
8. Establishing the kinds and amounts of services to be performed and the employees to perform those services.

The above rights may be limited by the laws of the State of Wisconsin and the United States of America. Many of these laws will be referenced in other portions of this Policy book.

The City recognizes that many employees handle inquiries or requests from the public on a daily basis while performing their job duties. The City expects that employees will use sound judgment and common sense to determine which requests are inappropriate and should be reported to a supervisor. If an employee is unsure of whether a directive or request should be reported, the employee should discuss it with his/her supervisor. Any employee who receives inappropriate inquiries or requests for preferential treatment from an individual citizen, business representative or elected or appointed official must immediately report such inquiry or request to his/her supervisor for appropriate action.

#### IV. Policy Revisions

- A. ~~All City employees should assist in keeping Administrative Policies current by notifying supervisors when problems are encountered in interpreting policies, policies become outdated, or no policy exists to address a specific situation.~~
- B. ~~Proposed new policies or policy revisions should be submitted by departments in writing to the City Personnel Office. Subsequent to review and preliminary approval by the Mayor, the proposed policy addition/revision will be included on the next Personnel Committee meeting agenda.~~
  - (1) All new administrative policies or policy revisions must be reviewed by the Personnel Committee.
  - (2) All new policies or policy revisions are subject to final approval by the Common Council.

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**\*\* CITY OF STEVENS POINT \*\***  
**ADMINISTRATIVE POLICY**

Policy Title: ~~Fair Employment Practices~~ **Equal Employment Opportunity Policy**

Date of Issuance: December 18, 1989

Policy No. 1.02

Revision Date: July 21, 1997

Page 1 of 2

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Description: ~~The City of Stevens Point is an equal opportunity employer. Employment decisions are based on merit and operational needs. The objective of the City's employment practices is to employ individuals who are qualified for specific work by such job-related standards as work experience, demonstrated attitude and skill, education, training, overall ability and other job relevant considerations. adheres to State and Federal anti-discrimination laws in applicant recruitment, employment selection, and personnel administration. This policy summarizes the City's practices regarding equal employment opportunity and affirmative action.~~

**The City employs people who are concerned with the success of Stevens Point; people who care about the highest quality public service and the interests of the constituents we serve; people who carry on their work with skill and ability and people who work well with the City team.**

I. Policy

~~Except as otherwise outlined in this policy, the City is required to ensure fair treatment of job applicants and employees in regard to all aspects of personnel administration without regard to political affiliation, race, color, religion, national origin, ancestry, sex, age, handicap, arrest record, marital status, or sexual orientation.~~

**The City provides equal employment opportunities for all qualified persons without regard to age, race, creed, color, disability, marital status, gender, national origin, ancestry, arrest record, conviction record, military service, or any other basis protected by State or Federal law.**

**Equal consideration shall be given to all qualified persons without regard to his/her protected status when making employment decision including, but not limited to, the following:**

- A. Recruitment for employment**
- B. Hiring, placement, promotion, transfer or demotion**
- C. Compensation**
- D. Conditions of employment**
- E. Training and development**
- F. Involuntary layoff or separation from employment, and**

## G. All other components of the City's human resources system

**Posted Notices:** Equal employment opportunity notices are posted near employee gathering places as required by law. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event any person believes he/she has been discriminated against.

### ~~2. Arrest Records and Convictions~~

- ~~A. Refusing employment or terminating employment of an individual because of an arrest record is not allowed, except if refusal is based on the circumstances described below.~~
- ~~(1) Employment depends on the bond ability of the individual, and the individual is not bondable due to an arrest record.~~
- ~~(2) The individual has been convicted of a felony, misdemeanor, or other offense the circumstances of which substantially relate to the responsibilities of the job for which he/she has applied for or currently holds.~~
- ~~B. The City may refuse to employ, or suspend from employment, any individual who is subject to a pending criminal charge, if the circumstances of the charge substantially relate to the responsibilities of the job applied for or held.~~

### ~~3. Age, Sex, and Handicaps~~

- ~~A. Denying employment based on age, sex, or handicap is prohibited except where the denial is based on the individual's inability to adequately undertake the specific responsibilities of the job.~~

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Policy No. 1.02

Page 2 of 2

- ~~B. In the case of a handicapped individual, the City is required to reasonably accommodate an employee's or applicant's handicap unless the accommodation would pose a hardship.~~

### 2. Policy Administration

The City Clerk, as the designated Affirmative Action Officer for the City, is responsible for administering and regularly reviewing the City's Affirmative Action Plan, in addition to responding to any complaints related to employment practices received from employees, applicants, or the Equal Employment Opportunity Commission.

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**\*\* CITY OF STEVENS POINT \*\***  
**ADMINISTRATIVE POLICY**

Policy Title: Conflicts of Interest

Date of Issuance: December 18, 1989

Policy No. 1.03

Revision Date:

Page 1 of 2

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Description: All City officials and employees are to be independent, impartial, and responsible to the people in carrying out their duties. This policy outlines activities considered to result in a conflict of interest.

**The following policies address common situations that arise for many City employees, and give you general guidance. These policies are not meant to cover every possible scenario that could arise. The standards set forth in the following policies are intended to eliminate conflicts of interest, improve standards of service, and promote and strengthen the faith and confidence of the citizens of the City of Stevens Point.**

1. Policy

~~A. No City official or employee shall act in regard to a direct or indirect financial or personal interest that would tend to impair independence of judgment in the performance of his/her duties.~~

~~(1) Financial Interest: An interest that directly or indirectly results in a monetary or material benefit to a City officer, employee or a member of their family.~~

~~(2) Personal Interest: An interest arising from blood or marriage relationships or from close business or political associations that may or may not result in any financial benefit.~~

**Requesting Special Privilege/Representing Private Interest**

**City employees shall not use their office, title, position or status as a member of City staff to obtain financial or personal gain, exemption, or any other special privilege not generally available to the public.**

**As a City employee, you are prohibited from representing any private interest before any City agency or governing body. Further, you may not review or approve work you perform for private individuals or organizations outside of your employment with the City, or cause co-workers or subordinates to review such work if it may tend to compromise the professional credibility of other City employees or the City in general.**

~~B. The following activities are considered to result in a conflict of interest and would be~~

~~subject to disciplinary action.~~

~~(1) Outside employment that is incompatible with assigned duties, except where permitted by law and disclosed on the records of the Common Council.~~

~~(2) Unauthorized disclosure of confidential information concerning the affairs or activities of the City.~~

~~(3) Acceptance or conveyance of any valuable gift, favor, loan, or promise from or to any person, firm, or corporation known to have interest, either directly or indirectly, in business dealings with the City. (See Section 2 of this policy for additional guidance.)~~

~~(4) Representing the interests of any private person, corporation, or firm before a City agency, except as outlined in Section 3 of this policy.~~

Policy No. 1.03

Page 2 of 2

~~(5) An undisclosed financial or personal interest in proposed legislation before the Common Council by a member of the Council, or an employee who participates in discussion with or gives an official recommendation to the Common Council regarding the legislation. (See Section 4 of this policy for additional guidance.)~~

## 2. Gifts

~~Valuable gifts received under unusual circumstances should be referred to the appropriate Committee, board, or commission within 10 days of receipt for recommended disposition.~~

## 3. Representing Private Interests

~~A. An officer or employee may appear before a City agency on behalf of himself/herself, a spouse, or children.~~

~~B. A member of the Common Council may appear before City agencies on behalf of his constituents in the course of his/her duties as a representative of the electorate or in the performance of public or civic obligations.~~

## 4. Disclosure of Interest in Legislation

Any Common Council member, City official or employee who has a financial or personal interest in proposed legislation action of the Common Council, must disclose the nature and extent of such interest on the records of the Common Council.

## Outside Employment

**The City does not prohibit employees from accepting outside employment or following**

economic pursuits that do not interfere or conflict with the full and faithful discharge of their duties with the City. Employees shall not engage in outside employment which may tend to impair their independence of judgment, and shall not engage in outside employment which is unlawful. Outside employment is prohibited if it would affect the employee's ability to perform City duties or responsibilities.

City employees shall not participate in outside employment or actively participate in an outside business that is incompatible or creates conflicts of interest.

Employees are required to notify their immediate supervisor prior to accepting outside employment that may be incompatible with your City employment. If you are uncertain about the incompatibility of outside employment with your City employment, contact the Personnel Department.

The City is required by law to prohibit those activities that will cause a conflict of interest to the employee or to the City.

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**\*\* CITY OF STEVENS POINT \*\***  
**ADMINISTRATIVE POLICY**

Policy Title: Personal Conduct

Date of Issuance: December 18, 1989

Policy No. 1.04

Revision Date: February 15, 1999

Page 1 of 3

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Description: ~~City employees must strive to present a positive image to the individuals they deal with in their work. This policy defines the City's expectations regarding the personal conduct of employees, and provides specific guidance regarding what is considered unacceptable conduct.~~ **City employees are expected to follow general work rules that are promulgated by their employer. Many of the City's work rules are covered in this Policy book. However, City employee's unique position of trust with the public requires them to embody a heightened level of professional and ethical conduct. The City expects you to honor that trust by holding yourself and your fellow employees to these high ethical and professional standards.**

1. Policy

~~Employees are expected to conduct themselves in a manner that will contribute to the efficient operation of their work unit and reflect favorably on themselves, fellow workers, and City government as a whole.~~

**The City holds its employees to high standards of professional and ethical conduct in their employment. City employees shall conduct themselves in a manner that will reflect favorably upon the City and show respect toward other employees and the public. Employees in their capacity with the City shall not make comments or disseminate information which portrays any group or individual in a derogatory way or that creates a disparaging image, nor shall City employees use their position or City resources to promulgate information that is disrespectful toward any group or individual.**

**Actions of employees that are inconsistent, incompatible, or in conflict with the values established by the City negatively affect its reputation and that of its employees. Such action thereby detract from the City's overall ability to effectively and efficiently serve the public and conduct other essential business of the City.**

**The City reserves the right to take disciplinary action should an employee's off-duty conduct negatively affect the City and employee's future ability to serve the public and/or conduct business on behalf of the City.**

2. Personal Conduct Guidelines

~~The following list of activities is presented as a guideline regarding unacceptable conduct. Violation will be subject to disciplinary action including reprimand, warning, layoff or dismissal. The action taken will depend upon the seriousness of the offense and the~~

~~employee's past performance.~~

~~This list of improper activities is not intended to be all inclusive. Additional guidance may be found in other City policies. An employee should discuss questions regarding appropriate conduct with his/her supervisor.~~

~~A. Work Performance~~

- ~~(1) Demonstrated inability to perform assigned duties at a defined level of expertise, given a reasonable amount of training and coaching~~
- ~~(2) Inability to relate effectively and courteously with the public.~~
- ~~(3) Insubordination, including disobedience, or failure or refusal to carry out assignments or instructions.~~
- ~~(4) Loafing, loitering, sleeping, or engaging in unauthorized personal business during working hours.~~
- ~~(5) Exhibiting repeated negligence or carelessness in performing assigned duties.~~

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Policy No. 1.04

Page 2 of 3

- ~~(6) Falsifying City records or giving false or incomplete information to employees responsible for recordkeeping.~~

**No list of rules or types of unacceptable conduct can substitute for the sound and reasonable judgment expected of each employee. It is impossible to list every conceivable type of unacceptable conduct that is contrary to the interests of the City. The following non-exhaustive list of conduct is illustrative of the types of conduct that could warrant discipline up to and including termination:**

**Dishonest, misleading, or deceptive conduct**  
**Circumventing the chain of command**  
**Undermining authority of supervisor**  
**Refusing or failing to follow an order or directive**  
**Theft or misappropriation of City property or the property of others, including theft of work time, excessive time at break periods, misuse of sick leave or other designated leave, misrepresenting work time, or failing to accurately record work time.**  
**Failing to completely and accurately document relevant information**  
**Leaving the job without permission**  
**Causing or working unauthorized overtime**  
**Failing to cooperate with others**  
**Engaging in conduct that creates an unsafe work environment**  
**Fighting, threats, intimidation or harassment of others**  
**Damage or defacing of City or employee property**  
**Misuse or non-authorized use of City property**

**Possession, use, or being under the influence of drugs or alcohol while on duty**  
**Engaging in immoral conduct ~ the measuring of immoral conduct is defined by Wisconsin statutes and case law (e.g. Wis Stats 115.31 defines immoral conduct in the context of teacher licensing).**  
**Engaging in illegal conduct**  
**Absence of two scheduled work days in succession without notice**  
**Excessive absenteeism or tardiness**  
**Failing to promptly report absence or tardiness**  
**Working another job while on leave of absence from City employment**  
**Disclosing confidential information to unauthorized sources**  
**Loafing or sleeping on the job**  
**Misuse of licenses, patents or copyrights while on work time or misusing work resources**  
**Unauthorized solicitations or distributions**  
**Failure to promptly report defective equipment or safety hazard**  
**Failure to immediately report injury or accident**  
**Horseplay or violation of safety rules**  
**Engaging in conduct or activities which serve to lengthen the healing period for work-related injury**  
**Substandard quality or quantity of work, including deliberate reduction of output**  
**Failure to complete assignments promptly and accurately**  
**Smoking in unauthorized areas**  
**Discourteous treatment of others**  
**Profane or disrespectful conduct**  
**Conducting personal business on City time**  
**Failing to comply with City/Department Policies**  
**Failing to comply with expectations of conduct communicated to an employee**

**An employee is prohibited from participating in a strike, walkout, job slowdown, or other intentional interruptions of work. Any employee that engages in this type of behavior shall be subject to discipline, up to and including termination.**

**If an employee has questions about the appropriate course of action for a specific situation that is or is not covered in this Policy book, you should discuss it with your supervisor or the Personnel Department.**

~~B. Attendance and Punctuality~~

- ~~(1) Repeated failure to report promptly at the start of scheduled work hours.~~
- ~~(2) Leaving work early without authorization.~~
- ~~(3) Excessive absenteeism.~~
- ~~(4) Failure to observe lunch or break schedules or time limits.~~
- ~~(5) Failure to give notice of unanticipated leave as outlined in the City's Leave Policy No. 3.02.~~

### 3. Use of Property

- (a) Employees of the City of Stevens Point are not permitted to use City-owned facilities or equipment for their own personal use, nor shall any City-owned equipment be removed from City premises for the employee's personal use, ~~except as otherwise provided in Section 1.04C.~~

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~~(2) Unauthorized posting or removal of notices or signs.~~

~~(3) Unauthorized entry to City property, including entry to restricted areas by unauthorized personnel.~~

~~(4) Excessive use of City telephones for personal business.~~

~~(5) Nonreimbursed personal calls made on City telephones.~~

### ~~D. Personal Actions~~

~~(1) Threatening, attempting, or doing bodily harm to another person.~~

~~(2) Using abusive or threatening language towards another person.~~

~~(3) Making false or malicious statements concerning other employees or supervisors.~~

~~(4) Reporting for work under the influence of alcoholic beverages or illegal drugs, or using them during working hours.~~

~~(5) Unauthorized distribution of literature, or written or printed material of any description on City property.~~

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Policy No. 1.04

Page 3 of 3

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~~(6) Willful violation or disregard of safety, health, fire, security or employment regulations, signs and notices.~~

~~(7) Violation of any of the standards set forth in the City's Conflict of Interest Policy No. 1.03.~~

### 4. **Whistleblower Policy**

**The City recognizes that employees will often be in the best position to observe potential violations of City policies or applicable laws. To ensure comfort in reporting such observations, the City offers protection for "whistleblowers".**

**The City of Stevens Point's policy is to promote openness, honesty and transparency in City government and to encourage good faith reports of alleged misconduct concerning compliance with City policies and State and Federal laws and regulations. As a result, the City prohibits harassment, discrimination, or any other form of retaliation taken against an employee for reporting, in good faith, potential compliance issues.**

**The protections of this policy extend to employees who directly report suspected violations of City policy and/or applicable laws as well as employees who provide information or cause information to be provided or otherwise assist in an investigation and who file, testify or otherwise participate in a proceeding related to suspected violations of law or City policy.**

**The City provides various mechanisms to assist and encourage employees to come forward in good faith with reports or concerns about suspected misconduct. An employee who becomes aware of a potential or actual violation of policy or law is expected to report such conduct, regardless of whether the employee is personally involved in the matter.**

**Generally, reporting should follow the employee's chain of command. This makes an employee's immediate supervisor his/her first option for making a report. If the employee feels unable to do so or if there is any reason why this may not be appropriate, the employee may report the issue further up the chain of command.**

**All reports of suspected misconduct will be handled as confidentially as possible, under the circumstances, with appropriate discretion and due regard for the privacy of the reporting employee. An employee may make anonymous reports, with the understanding that any investigation may be hampered due to the inability to identify the employee in order to obtain a full and complete account of relevant and necessary facts, or to ask additional questions or seek clarification as any investigation proceeds.**

**Employees should report suspected retaliation for "whistleblowing" and supervisory employees must report all suspected retaliation violations. Employees may report alleged retaliation to their supervisor, department head, Personnel Department or Mayor without regard to their chain of command.**

**The City will take appropriate steps to respond to all complaints which may or may not include a full investigation. The City reserves the right to determine what steps are necessary to respond to a complaint. All information disclosed in the complaint and any investigation will be held in confidence and only disclosed when necessary to fully investigate and/or resolve the matter, subject to applicable public records laws. Anyone who the City determines has willfully neglected to report suspected misconduct, brought forward reports of suspected misconduct in bad faith, or retaliated against a whistleblower may be subject to discipline up to and including termination.**

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**\*\* CITY OF STEVENS POINT\*\***  
**ADMINISTRATIVE POLICY**

Policy Title:           Employment of Relatives

Date of Issuance:    December 18, 1989

Policy No. 1.06

Revision Date:

Page 1 of 1

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Description: This policy prohibits the City from hiring a family member of an existing employee in cases where it might result in one relative having supervisory authority over another. **All City employees can expect fair and impartial treatment from supervisors or employees with oversight authority. A familial, close personal, or financial relationship between a supervisor or employee with oversight authority and an employee whom they have direct influence over exposes them to possible charges of conflict of interest, favoritism, bias, and inappropriate conduct that may adversely impact the performance of City functions or the working environment.**

1.     Policy

No relative of an Alderman, citizen member of a committee/commission, elected official, management personnel or other supervisor may be hired or transferred into a department where a potential supervisor-subordinate relationship would exist.

2.     Definition of Relative

"Relative" is defined as a spouse, child, parent, grandparent, grandchild, brother, sister, stepparent, stepchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, uncle, aunt, nephew, or niece.

3.     Exemptions

A request for an exemption from this section must be submitted to the City Personnel Committee for approval.

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**\*\* CITY OF STEVENS POINT \*\***  
**ADMINISTRATIVE POLICY**

Policy Title: ~~Business Hours and Flex-Time~~ Hours of Work

Date of Issuance: December 18, 1989

Policy No. 1.08

Revision Date: October 18, 1993

Page 1 of 2

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Description: This policy explains the normal work week for City ~~Hall~~ employees ~~and how flex time may be used.~~

1. Normal Work Week

The normal work week for City ~~Offices Hall~~ employees is 7:30 A.M. to 4:00 P.M., Monday through Friday with a one-half hour **unpaid** lunch break.

~~Flex time may be used, and is discussed in~~ \_\_\_\_\_ ~~Section 2 of this policy.~~

A. Work Hours

Shifts, hours, and days of work may vary **throughout the organization.** ~~in some departments, however, all employees are expected to follow their assigned work schedules.~~ **Scheduled hours of work are set by the Department and Division Heads.** Normal work hours consist of eight (8) hours per day and forty (40) hours per week, except where other schedules are in effect.

Streets/Parks~

Normal Hours/Week. The normal work week shall consist of eight (8) consecutive hours a day and forty (40) hours a week, Monday through Friday.

Normal Work Day. The normal work day shall be from 7:00 a.m. to 3:00 p.m., including two (2) fifteen (15) minute breaks at 9:30 a.m. and at noon.

Sweeper Operator. The sweeper operator shall work from 11 p.m. to 7:00 a.m., with two (2) fifteen (15) minute breaks.

Special Needs. When special operational needs exist, the normal schedule may be altered by the City so long as at least eight (8) consecutive hours are scheduled.

Solid Waste/Recycling Collection Crews. The solid waste/recycling crews shall work as follows; Monday through Friday 7:00 a.m. to 3:00 p.m.

Fleet Maintenance Crews. The fleet maintenance crew shall work as follows:

1. Two shifts will be established 4:00 a.m. to 12:00 p.m. and 7:00 a.m. to 3:00 p.m.
2. Core hours for the Fabricator/Welder shall be 7:00 a.m. to 3:00 p.m.

3. Core hours for the Stock Clerk shall be 7:00 a.m. to 3:00 p.m.

**Overtime. All employees shall be paid at time and one-half (1-1/2) the regular pay for all work in excess of ~~eight (8) hours per day and forty (40) hours per week.~~**

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**Call Pay: An employee who responds to call time shall receive two (2) hours call pay at the straight time rate in addition to pay at the rate of time and one half for all time worked **in excess of forty (40) hours per week with a minimum of forty (40) minutes pay at the rate of time and one half (1-1/2) one (1) hour's pay.** **Employees notified of a change of hours in their work shift prior to the end of the work day will not be eligible for Call Pay.****

Clerical and Related

**Normal Work Day/Work Week:** The normal work week for City ~~Hall~~ office employees is 7:30 a.m. to 4:00 p.m. and a noon half hour lunch break, Monday through Friday. Shifts, hours, and days of work may vary; however, all employees are expected to adhere strictly to their assigned work schedules.

The normal work hours consist of eight (8) hours per day and forty (40) hours per week Monday through Friday, except where other schedules are now in effect. Time for lunch break shall be arranged within each department.

Some departments observe different hours as dictated by their needs, such as Police, Streets, and the Production Specialist in Parks.

**Break:** Employees shall normally be allowed one (1) fifteen (15) minute break prior to 11:00 a.m. on each morning work shift and one (1) fifteen (15) minute break prior to 3:30 p.m. of each afternoon work shift.

**Minimum Meeting Pay: Employees who are required by the City to return to work to attend a meeting for the purpose of taking meeting minutes, which begins one-half (1/2) hour or more after the end of the employee's normal work day will be guaranteed a minimum of two (2) hours pay.**

**Call Pay: An employee who responds to call time shall receive two (2) hours call pay at the straight time rate in addition to pay at the rate of time and one half for all time worked **in excess of forty (40) hours per week with a minimum of forty (40) minutes pay at the rate of time and one half (1-1/2) one (1) hour's pay.****

**Dispatch Call Pay: Dispatchers who receive less than 72 hours notice of a schedule change will be eligible for Call Pay as outlined above.**

**Overtime: Employees working in excess of ~~eight (8) hours per day and forty (40) hours per week shall be paid at the rate of time and one half (1 1/2 ) or receive compensatory time off at the rate of time and one half (1 1/2) for all excess hours worked the compensatory time off or pay shall be by mutual consent.~~**

**Dispatchers working in excess of forty (40) hours per week shall be paid at the rate of time and-one half (1 1/2) or receive compensatory time off at the rate of time and one-half (1 1/2) for all excess hours worked. The compensatory time off or pay shall be by mutual consent.**

Water/Wastewater

**Normal Work Week:** The normal work week for all Employees shall be eight (8) hours or ten (10) hours per day and forty (40) hours per week whenever possible. Work schedules shall be established by the

department head.

**Break Periods:** All Employees may receive a fifteen (15) minute break approximately midway during each four (4) hour work period. Breaks shall be taken at the work site unless otherwise approved by the department head. The exact time of the breaks will be at the discretion of the foreman or supervisor as governed by the nature of the ongoing work. Abuse of these break periods may subject the Employee involved to disciplinary action.

**Overtime:** Any Employee ~~that is required to perform~~ work in excess of ~~his normal work day or work~~ **forty (40) hours per** week shall be paid at the rate of time and one-half (1-1/2) for all excess hours worked. Employees may receive compensatory time off at the above rates for such excess hours worked, but such compensatory time off shall be limited to five (5) working days for employees of record as of December 31, 1994. Employees hired after December 31, 1994 shall not be eligible for compensatory time off. The compensatory time off shall be scheduled by mutual consent. Any hours worked on a holiday shall be paid in accordance with Article 13.

Employees are eligible for double time pay after working ten (10) consecutive hours in a twenty-four (24) hour period at the rate of time and one-half (1-1/2).

**Emergencies:** Employees are subject to call twenty-four (24) hours a day in case of emergency. Emergencies shall be determined by the department head, Mayor or Common Council. Pagers or other means of communication shall be used for emergency notification. Failure to report to work when called in may result in disciplinary action.

**Call-In Pay:** ~~Subject to the provisions of Article 20(C) — Standby Duty Pay,~~ an Employee(s) called to return to work at any time after or before his/her regularly scheduled hours shall receive two (2) hours pay or compensatory time at the straight time rate. In addition, all hours actually worked shall be compensated for as provided in ~~Section B of this article under~~ **“overtime” above**. Any Employee called in shall be subject to recall any time before his/her next regularly scheduled shift and shall not receive additional call-in pay for additional call-ins on the same project within twenty-four (24) hours of the initial call-in.

## B. ~~Absences~~ **Attendance**

**The City of Stevens Point places great emphasis good attendance. Absence or tardiness places additional burden on co-workers and undermines the efficient operations of the City. Regular predictable attendance is expected of every employee. It is each employee’s responsibility to be on the job, on time each day, and fully able and ready to work. Employees are expected to arrive at work on time and return from scheduled rest breaks and lunch breaks on time.**

**An employee who anticipates being tardy must call in to report the absence or tardiness as possible before his/her shift. An employee who is unable to report to work due to illness, shall notify the *department designee* no later than the first 30 minutes after they were scheduled to begin work. Absenteeism or tardiness may lead to discipline, including discharge, and may also be taken into consideration when the employer reviews each employee for wage changes or promotion. Two or more unexcused tardiness incidents constitute habitual tardiness, or a pattern of tardiness, and will be considered excessive.**

~~If an employee is unable to report for work during their regularly scheduled hours due to illness, the employee shall notify the department head or supervisor no later than~~

~~the first 30 minutes after they were scheduled to begin work. For additional information check Leave Policy No. 3.02.~~

### C. ~~Rest Periods~~ **Breaks**

~~Rest periods or "coffee breaks"~~ **Breaks** are a privilege extended by most departments ~~and by union contract to their members~~ **employees**. These breaks are limited to two 15-minute periods in each full work day, **unless the department mandates a different schedule based on their operational need**. Rest periods cannot be used to make up lost time due to absences or tardiness, nor can they be "saved up" and used as vacation or as a reason to start late or leave early.

## 2. Flex time

~~A. Flex time is composed of core time and flexible time. Flexible time replaces fixed times of arrival and departure.~~

Policy No. 1.08

Page 2 of 2

~~(1) Core time is the time designated during which all employees must be present. Core time for City Offices is 9:00 A.M. to 3:00 P.M., with an appropriate lunch period allowed.~~

~~(2) Flexible time is all the time designated (other than core time) as part of the schedule of work hours, within which the employee may choose his time of arrival and departure from the office. Flex time requires prior supervisory approval and is allowed only if it does not disrupt the work schedule within a department.~~

~~B. Employees on a flex time schedule must account for the total number of required hours each day.~~

### C. **Inclement Weather**

**The City is always open for business, regardless of weather conditions, unless otherwise determined by the Mayor or his/her designee. Weather conditions may prevent employees from getting to work or cause them to arrive late. Employees are expected to make every reasonable effort to report to work during inclement weather. When severe weather conditions exist, it will be the responsibility of each employee to contact their supervisor his/her shift if he/she is unable to report to work on time. Work time missed due to inclement weather is unpaid time, however, employees may request to use accrued benefits such as vacation time. In the event of severe weather or exigent circumstances, as determined by the employer, the City's need for the employee's attendance to perform his/her duties will prevail.**

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**\*\* CITY OF STEVENS POINT \*\***  
**ADMINISTRATIVE POLICY**

Policy Title: Employee Participation in Political Activity

Date of Issuance: December 18, 1989

Policy No. 1.10

Revision Date: April 18, 1994, June 16, 1997

Page 1 of 2

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Description: It is desirable that citizens participate in government. To this extent, the City will attempt to facilitate an employee's participation. This policy provides guidance to regular employees of the City who wish to participate, either directly or indirectly, in political activity. **However, City employees are expected to recognize the unique position they hold as a public employee. The City services all constituents without regard to political affiliations.**

1. Partisan Activity

- A. An employee seeking election to a partisan political office, must take leave without pay during the period of the campaign. The campaign period covers the time from the first public announcement of intent to seek office through the time the election is conducted or the employee withdraws from the campaign.
- B. The provisions contained in paragraph A. shall not apply to any employee whose principal employment is not in connection with an activity which is financed in whole or in part by loans or grants made by the United States or a Federal agency as provided in the Federal Hatch Act, 5 U.S.C. sec. 1501, et seq.
- C. If elected, the employee must separate from City service upon assuming the duties and responsibilities of office, except in cases in which the elected position is part-time.
- D. A City employee may be granted a leave of absence to participate in a partisan political campaign. A request for a leave of absence for this purpose must be submitted to the Personnel Committee for review and approval.

2. Non-partisan Activity

- A. An employee may seek election to a non-partisan public office provided it does not conflict with his/her duties and responsibilities as a City employee. In order for this determination to be made, the employee must disclose his/her intent in writing to the City Personnel Committee prior to active participation in a campaign.
- B. The Personnel Committee, in consultation with the City Attorney, will make a determination as to whether an office is in conflict with an employee's duties. In

. making this determination, consideration will be given to the following items:

- (1) The responsibilities of the office as they relate to those of the employee.
- (2) The times when, and the amount of time needed to properly exercise the responsibilities of the office.
- (3) The relationship with individuals or governmental units as a public official, in comparison to the relationship or possible relationship to the same individuals or governmental units as a City employee.

C. Should it be determined that an office is in conflict with an employee's duties and responsibilities, the employee will be required to take leave without pay during the period of the campaign or while holding office.

3. Political Activity During Working Hours

Employees should not engage in political activity during working hours or while acting in the capacity of an employee of the City. **This shall include, but is not limited to the distribution or wearing of political badges, buttons or printed matter or their placement on City property.**

In addition, employees **on leave of absence** to run in or participate in a campaign may not solicit assistance or support from any City employee during working hours or on City property.

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\* \* CITY OF STEVENS POINT \* \*  
ADMINISTRATIVE POLICY

Policy Title: Drug-Free Workplace/  
Random Testing

Date of Issuance: December 18, 1989

Policy No. 1.12

Revision Date: May 21, 1990, June 16, 2003

Page 1 of 2

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Description: The purpose of this policy is to **ensure a drug-free workplace for all employees and the public; to eliminate and discourage drug/alcohol use and abuse in the workplace; and to assure delivery of services to the public in a safe and conscientious manner.** ~~comply with the The Drug-Free-Workplace-Act-of-1988 enacted by which Congress enacted.~~ This Act places certain responsibilities on the City of Stevens Point as the recipient of federal grants and contracts.

- ~~1. Pursuant to federal requirements, all City of Stevens Point employees are reminded that City Policies prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances on all City property and worksites. Any employee who engages in any of these actions may be referred to counseling or treatment, and may be subject to disciplinary action up to and including discharge.~~ **It is the policy and intent of the City of Stevens Point to maintain a drug-free workplace for all of its employees and the public. Therefore, no employee shall report to work or be under the influence of alcohol or illegal drugs during working hours. This policy includes any paid or unpaid lunch periods; training sessions; and the working hours of conferences attended as a representative of the City. The sale, possession, transfer or purchase of illegal drugs while in the course and scope of employment with the City is also prohibited.**

**Each City employee must be able to work in a drug-free environment and be free from the effects of alcohol and other mood-altering substances and adulterants when reporting for work and during the workday.**

2. Employees convicted of any criminal drug statute violation occurring in the workplace must notify their supervisor or department head within five (5) days of the conviction, if employed by the City of Stevens Point at the time of the conviction.

**The City of Stevens Point, as the employer, is required to report any workplace drug crimes to the United States Department of Labor within ten (10) days of conviction.**

3. Any employee ~~reporting for work under the influence of~~ **found to have used, sold, distributed, possessed or been under the influence of drugs or alcohol in the workplace or otherwise failing to comply with any drug-free workplace requirement** ~~alcoholic beverages or illegal drugs, or using them during working hours may be referred to counseling or treatment, and~~ may be subject to disciplinary action up to and including discharge.
4. Employees who have problems with alcohol or controlled substances are encouraged to voluntarily contact their Employee Assistance Program (EAP) for referral to counseling or treatment programs. Early diagnosis and treatment of chemical or alcohol abuse is in the best interests of the employee and the City. Voluntary contact with the EAP is confidential. For more information on the Employee Assistance Program refer to Policy No. 3.04.
5. Any employee hired as a Chauffeur on a common carrier, who uses a controlled substance on a regular basis, is subject to immediate dismissal from their position.

City employees who are required to hold a CDL (Commercial Driver's License) for their job and perform related safety-sensitive work, participate in random drug and alcohol testing. This testing is conducted per the Federal Transit Administration of the U.S. Department of Transportation CFR Part 655 and the U.S. Department of Transportation 49 CFR, part 40. The City of Stevens Point Police and Fire Department employees participate in random drug testing.

Policy No. 1.12

Page 2 of 2

Testing for employees of the Police and Fire Departments is not governed by any federal regulation.

All employees covered by this testing are provided a copy of the testing policy. Additional copies may be obtained in the Personnel Office.

6. **City employees using medications prescribed by a doctor that may affect work performance should inform their supervisor, in writing, of the possible side effects, performance limitations, or any other safety hazards that may occur from the use of the prescription medication. Based upon this information, the supervisor may reassign the employee, transfer the employee, or modify the employee's job to ensure the safety of the employee, co-workers, and the public, or relieve the employee of his/her duties until such time that the medication no longer affects his/her performance.**

**This policy is not intended to needlessly intrude on employee's privacy. Rather, the City needs to know about employee medications so it can prevent placing employees in situations that are unnecessarily dangerous to themselves and their co-workers. All disclosures of medication use will remain strictly confidential like other employee health information.**

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**\*\*CITY OF STEVENS POINT\*\***  
**ADMINISTRATIVE POLICY**

Policy Title: Harassment/**Sexual Harassment**

Date of Issuance: February 18, 1994

Policy No. 1.13

Revision Date:

Page 1 of 1

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Description: All employees have the right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, ~~or~~ disruptive **or retaliatory. The City will not tolerate harassment of City employees by anyone, including any supervisor, co-worker, vendor, client or customer of the City. Conduct of this type will not be tolerated.**

1. Definition

Harassment refers to any unsolicited and unwelcome **conduct, whether** verbal, ~~remarks~~ **physical or visual that is based on a person's protected status as defined by law, such as sex, color, race, ancestry, religion, national origin, age, medical condition, disability, marital status, veteran status, citizen status, sexual orientation, arrest record, conviction record, or other protected group status** ~~or gestures~~ which are personally offensive to the recipient, which lower morale, ~~and which, therefore,~~ interfere with work ~~effectiveness.~~ **performance or that create an intimidating, hostile or offensive work environment.**

**Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex, whether or not such conduct is repeated, constitute sexual harassment when:**

**Submission to such conduct is an explicit or implicit term or condition of employment;**

**An individual's submission to or rejection of such conduct becomes the basis for employment decisions affecting that individual; or**

**Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.**

**Sexual harassment may include, but is not limited to, explicit sexual propositions, sexual innuendos, suggestion comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and physical contact**

**such as patting, pinching, or brushing against another's body. Sexual harassment also includes conduct directed by a person toward another person of the same or opposite gender.**

**All City employees are responsible for helping prevent harassment. Remedy Any employee who experiences, or is aware of a situation which constitutes harassment as defined above is urged to contact their **Supervisor**, Department Head ~~and/or Personnel Human Resource Manager~~ in order to resolve the problem..**

**The City strictly prohibits retaliation against anyone who reports harassment or who cooperates in the investigation of a harassment complaint.**

3. ~~Discipline~~ Discipline

**The City takes harassment complaints very seriously. Therefore, the City will investigate all harassment complaints thoroughly and promptly and take all appropriate action that may be necessary to end the harassment and prevent this misconduct from reoccurring. To the fullest extent practicable, the City will keep complaints and the terms of their resolution confidential. After the investigation is completed, the City will advise the complainant of the result of that investigation. If an investigation confirms that harassment has occurred, the City will take corrective action, which may include ~~Any employee who engages in this type of misconduct will have appropriate disciplinary action taken against them,~~ up to and including termination.**

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**\*\* CITY OF STEVENS POINT \*\***  
**ADMINISTRATIVE POLICY**

Policy Title: ~~Procedure for Reporting Worker's Compensation Claims and~~  
~~Recurring or Ongoing Need For Medical Care~~  
**Workplace Safety/Worker's Compensation**

Date of Issuance: September 22, 1992

Policy No. 1.14

Revision Date: May 17, 1993

Page 1 of 2

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**The City of Stevens Point is committed to furnishing a safe place of employment that includes the use of safety devices and safeguards, methods and processes reasonably adequate to render employment safe and to reasonably ensure the protection of the life, health, safety and welfare of employees.**

**Job safety is everyone's responsibility. As a City employee, you are required to follow all safe work procedures and must conduct yourself carefully at all times. When you observe unsafe working conditions, it is your obligation to either correct the problem or report it to your supervisor. All work areas are to be kept clean and free from debris, and tools and equipment are to be kept clean and in good repair. Failure to follow safe work procedures may result in disciplinary action, up to and including immediate termination of employment.**

**Retaliation against employees who report workplace safety issues or a work-place injury will not be tolerated. Offenders will be subject to disciplinary action up to and including immediate termination of employment.**

**Please refer to the City of Stevens Point Employee Safety Handbook for more detailed information about safety procedures.**

**Worker's Compensation**

**Description: The City carries Worker's Compensation insurance to protect its employees against losses due to injury or illness caused while performing his/her duties. State Law mandates that all job injuries be reported to our Worker's Compensation Insurance carrier within three (3) working days. Failure to comply can result in a fine to the employer.**

**These procedures are being implemented in an effort to comply with the law and treat all employees who are injured on the job fairly.**

**1. Procedure if an employee is injured on the job**

- a. ~~Employee is responsible for getting names of all witnesses.~~**

**RE-LETTER THE BELOW**

- b. All injuries, no matter how slight must be reported ~~Employee reports injury to~~**

**the supervisor IMMEDIATELY.** The injury must be fully reported before leaving work after completion of shift/work on injury day. **The employee is responsible for completing the “Employee’s Work Injury Report” and submitting it to his/her Supervisor.** Failure to do so will subject the employee to discipline up to and including discharge. If the seriousness of the injury prevents the employee from reporting, the supervisor will do so.

- c. Supervisor prepares “Supervisor's ~~Accident~~ Investigation **Report**”. The Supervisor is to investigate, finding out if a job injury did occur, why the injury happened, how to prevent future similar injuries, and talk with all witnesses. If the supervisor fails to investigate fully, he/she will be subject to discipline up to and including discharge.

After supervisor has investigated the injury, he/she will complete all sections on the “Supervisor's Investigation Report” and ~~then~~ submit it along with the “Employee’s Work Injury Report” ~~in~~ to the ~~Personnel~~ Human Resource Manager. The ~~Personnel~~ Human Resource Manager will then complete the Employer's First Report of Injury or Disease and submit ~~it~~ the claim to ~~our~~ the insurance carrier.

**It is the supervisor's responsibility to investigate if a job injury did take place.** This cannot be stressed too strongly.

2. Procedure for reporting a "Recurring or Ongoing WC Injury".

~~a. As soon as an employee is aware that they are experiencing discomfort or find it necessary to seek medical advice due to a previous job injury, their supervisor must be notified.~~

Policy No. 1.14  
Page 2 of 2

~~b. The employee should furnish his/her immediate supervisor with a complete written statement explaining the problem and citing the date of the original injury, if possible. Be as specific as you can. Include the name of your treating physician, their diagnosis, suggested treatment, etc.~~

~~c. The immediate supervisor will then file a written report with his/her supervisor with a copy sent to the City Personnel Office.~~

~~d. The Personnel Manager will notify our Insurance Carrier of the recurring or ongoing WC injury.~~

~~e. Under **no circumstances** should the employer be kept in the dark about medical problems resulting from a previous job injury.~~

~~f. It will be up to the City's Insurance Carrier, in consultation with the treating physician, to determine if the current medical care is related to a previously reported job injury.~~

- a. If immediate medical attention is required, the employee shall be sent to the nearest medical facility capable of handling the type of injury involved.
- b. A return-to work slip shall be provided to the employee's supervisor directly following a doctor visit. A copy shall immediately be sent to the Personnel Office.
- c. If an employee is required to be off work, a written "off work" slip from your physician is required. The time will be charged to Job Injury **if** our insurance carrier determines the current problem is caused by a recurring, ongoing **or** previously reported WC injury.

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\*\*CITY OF STEVENS POINT\*\*  
ADMINISTRATIVE POLICY

Policy Title: ~~Internet and Email Use by City Personnel~~ **Technology Use**

Date of Issuance: May 20, 2002

Policy No. 1.18

Revision Date:

Page 1 of 5

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**Description:—The City’s computers, networks, programs, communication devices and tools, other technology and internet (collectively “technology”) are intended as tools for the City to serve the public and the City, and are provided so employees may better perform their job-related responsibilities. Inappropriate use can adversely affect the City, interfere with the work of its employees, increase cost and even expose the City to damage, liability and security risks. City technology is provided to employees to assist with the performance of City operations and duties. Personal use of City technology must be kept to a minimum in order to ensure efficient and effective City operations. This policy explains the purpose and scope of the City of Stevens Point’s (City’s) administrative procedures in regard to the use and administration of City-provided Internet and E-mail facilities by City Employees. The work of the City and the public always comes first. Use leaves a record of the City name and your identity on the technology of web sites visited. The City may block access to any content it deems inappropriate. Employees who do not adhere to this policy may face disciplinary action up to and including discharge.**

1. Purpose:

This policy is intended to encourage responsible and acceptable use of the ~~Internet and Electronic Mail (E-mail) services~~ **technology** provided by the ~~City of Stevens Point (the City)~~, while continuing to support the needs of citizens and City employees This policy applies to all regular and contract City employees who use City-provided ~~Internet and E-mail facilities~~ **technology devices**.

~~This policy shall be used to:~~

- ~~—A.— Enhance partnership, community involvement and the exchange of information and ideas between citizens, businesses and local government.~~
- ~~—B.— Provide information about the activities and services provided by the City.~~

2. Scope:Monitoring:

**In order to protect its interests, the City reserves the right to monitor all technology use by employees. No employee should expect privacy**

or secrecy in the use of technology. Employee use constitutes acceptance of the City's monitoring and disclosure of the employee's use. Use of the City's technology can be limited by the City at any time for any reason. The City may consent to the disclosure of information from use of technology or any other property as required by law or otherwise deemed appropriate by the City.

3. Definitions:

- A. Personal use: includes checking private E-mail accounts, searching the web, and other uses which are not associated with one or more job duties and/or functions of a City employee's employment.
- B. Responsible: Ownership for one's conduct when using ~~the~~ **technology devices owned by the City of Stevens Point's Internet and E-mail facilities.**
- C. ~~Hacking: Gaining or attempting to gain unauthorized access to any computers, computer networks, databases, data or electronically stored information.~~
- D. ~~Security: When sending messages via the Internet, it is understood that the message can be read by others and should not be considered a private communication.~~

Policy No. 1.18  
Page 2 of 5

- E. ~~Excessive (use): A use, as determined by a supervisor that unreasonably restricts an employee's ability to perform a job duty or function. The City has complete and sole discretion to determine whether any use or access is inappropriate, even if the use is not expressly prohibited.~~
- F. ~~All words not specifically defined above shall bear the common definition of the word as defined in the most current US edition of Webster's Dictionary or equivalent dictionary.~~

4. ~~Internet and E-mail use:~~ **Electronic Communication:**

**The City provides some of its employees with electronic communication tools such as e-mail, voicemail, cell phones, text messaging, pagers, computers and other communication tools and devices so they may better perform job-related duties. The City's electronic communications system includes all messages sent through the City's computer network either externally via the internet or internally through City issued communication devices and networks.**

- A. ~~Internet and E-mail access are primarily provided as business tools. Personal use is permitted; however, employees are required to act~~

~~professionally when using City-owned computers.~~ **Electronic communications should be courteous, concise, focused and written or spoken in proper business English. The same care should be used in drafting electronic communications as is expected for drafting any other written communication. When composing electronic communications, employees should keep in mind that personal comments may be perceived as comments made on behalf of the City.**

- ~~B. Personal use must not be excessive and must not distract from organizational objectives.~~ **Electronic communications may reside on the system in a variety of recoverable forms (system backup, sent mail folders, spool queues, etc.). Employees should not assume that deleting a personal electronic communication removes all incidents of their existence.**
- ~~C. Actions of the employees, while online, might be identified as those of the employer and should be handled appropriately. This is particularly true for E-mail, since business E-mail addresses identify the organization. Employees will be held responsible for any inappropriate communications sent while using City computers.~~ **No one should expect privacy or secrecy in the use of City technology or City-issued communication devices.**
- D. All E-mail (both internal and via the Internet) and Internet use should be considered a public record and may be subject to public disclosure in accordance with applicable law. Routine backups of E-mail and Internet use will occur when system maintenance is performed by the Comptroller/Treasurer's designated-computer-consultant.
- E. ~~E-mail~~ **Technology** security tools, such as special passwords or encryptions, are prohibited unless prior approval has been given by a supervisor. Login passwords will be assigned by the Comptroller/Treasurer. Supervisors must have access to all files at any time.

5. Restrictions:

- A. Copying, disseminating or printing copyrighted materials without an author's prior written approval. This may include articles, images, games, audio files or other software.
- B. Accessing, sending, soliciting, displaying, printing, or otherwise disseminating material that would harass, threaten or embarrass others or that is sexually explicit, fraudulent or otherwise inappropriate in a professional environment.

- C. Transmitting statements, language, images or other materials that could be perceived as offensive or disparaging of others based on race, national origin, sex, sexual orientation, age, disability, religious or political belief.
  - D. Engaging in personal, non-employer related activities for gain or profit. Examples include: consulting for pay; advertising; selling goods; or services for personal gain.
  - E. Engaging in illegal activities or using the Internet for any illegal purposes, including initiating or receiving communications that violate any applicable law or regulation.
  - F. Interfering with or disrupting the work of other employees.
  - G. Gaining or improperly gaining access to the Internet (hacking) by using any access control mechanism not assigned to the particular user, or permitting another employee to have access to the Internet by using the employee=s access control mechanism.
  - H. Excessive use of the Internet or Email systems for non-work related and/or personal reasons.
6. Participation in On-Line Forums:
- A. Employees should remember that any messages or information sent on City-provided facilities, to one or more individuals via an electronic network (for example, Internet mailing lists, bulletin boards, and on-line services) are statements identifiable and attributable to the City of Stevens Point.
  - B. The City of Stevens Point recognizes that participation in some forums might be important to the performance of an employee’s job. For instance, an employee might find the answer to a technical problem by consulting members of a news group devoted to the technical area.
  - C. Employees shall include the following disclaimer in all of their postings to public forums:  
  
“The views, opinions, and judgments expressed in this message are solely those of the author. The message contents have not been reviewed or approved by the City of Stevens Point.”

- D. Employees should note that even with a disclaimer, a connection with the City of Stevens Point exists and a statement could be imputed legally to the City. Therefore, employees should not rely on disclaimers as a way of insulating the City from the comments and opinions they contribute to forums. Instead, employees must limit their opinions while using the City's systems or City provided accounts. Communications must not reveal confidential information and must not otherwise violate this or other City policies.

7. Security, Computer Viruses and Downloads:

- A. City employees will not share with others their assigned Internet passwords, access codes or other authentication devices, unless directed by a supervisor to do so.
- B. Computer users shall not tamper with or attempt to disable virus-detection programs activated on individual computers. City employees shall inform a supervisor upon discovery of a computer virus on City computer terminals.
- C. Department supervisors shall report all computer-virus outbreaks to the Comptroller/Treasurer.
- D. ~~No diskette shall be used on a department computer unless the diskette is first scanned for viruses.~~

8. Use of Department Computers:

- A. An employee assigned to a specific computer is the primary user of that assigned workstation. The employee may allow other employees to use the workstation when necessary. However, it remains the responsibility of the primary user to ensure that the computer is fully operational and kept clean.
- B. No software programs or games will be run or installed on City computers without prior approval from a department supervisor.

9. Privacy:

- A. E-mail and Internet use should be considered "public" information.
- B. All electronic communications, files and data stored on City computer hard drives are the property of the City of Stevens Point. E-mail and Internet use is never to be considered private or confidential regardless of whether the use is business-related or personal.

- C. Employees should not assume deleted E-mails or history of accessed Web sites cannot be retrieved.

10. Disclaimers:

A wide variety of information exists on the Internet. Some persons may find part of that information to be offensive or otherwise objectionable.

Employees should be aware that the City has no control over, and cannot be responsible for, the content of information on the Internet other than what we as an organization place there.

The City's Internet host computers are traceable to the City. Persons using City-provided Internet accounts should not assume they are provided any degree of anonymity. Outside users who want to identify machines associated with the City can do so easily.

Employees also must understand that E-mail messages and other transfers of information via the Internet are currently not secure. Persons desiring to send or receive confidential or sensitive communications should not use the Internet.

11. Enforcement:

- A. Violation of this policy may result in disciplinary action, including but not limited to, termination of employment.
- B. The City of Stevens Point may examine any electronic data conveyed by the City computer network and/or stored on individual computer hard drives. A department supervisor may gain access to an employee's computer terminal, including E-mail messages and electronic data stored within a hard drive.
- C. The City of Stevens Point may revoke access to **technology devices** ~~E-mail and the Internet~~ without prior notice to the user. Department supervisors shall make requests in writing (to the Comptroller/Treasurer) in order to revoke an employee's access to ~~E-mail and Internet facilities~~ **technology devices**.
- D. None of the provisions of this policy shall prevent the City of Stevens Point from prosecuting violators to the full extent of the law.
- E. ~~Conflicting provisions of this policy shall be struck or changed when necessary to conform to applicable law.~~

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\*\* CITY OF STEVENS POINT \*\*  
ADMINISTRATIVE POLICY

Policy Title: Recruitment and Selection

Date of Issuance: December 18, 1989

Policy No. 2.02

Revision Date: March 18, 1996; July 19, 1999

Page 1 of 3

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Description: This policy identifies the recruitment/selection responsibilities to be performed by the City as an Affirmative Action/Equal Opportunity Employer. The policy also describes the procedures that will be followed in filling a vacant position.

1. Affirmative Action/Equal Opportunity

**The City of Stevens Point is an equal opportunity employer. Employment decisions are based on merit and operational needs. The objective of the City's employment practices is to employ individuals who are qualified for specific work utilizing job standards such as work experience, demonstrated attitude and skill, education, training, overall ability and other job relevant considerations.**

**The City provides equal employment opportunities for all qualified persons without regard to age, race, creed, color, disability, marital status, gender, national origin, ancestry, arrest record, convictions record, military service, or any other basis protected by State or Federal law.**

**Equal consideration shall be given to all qualified persons without regard to his/her protected status when making employment decisions including, but not limited to:**

- A. Employment recruitment**
- B. Hiring, placement, promotion, transfer or demotion**
- C. Compensation**
- D. Conditions of employment**
- E. Training and development**
- F. Involuntary layoff or separation from employment, and**
- G. All other components of the City's human resource system**

**Equal employment opportunity notices are posted near employee gathering places as required by law. These notices summarize the rights of employees to equal opportunity in employment and provide contact information for the various government agencies that may be contacted in the event any person believes he/she has been discriminated against.**

**The City strives to employ people who are committed to the success of our City; people who care about providing the highest quality public service and the interests of the public; people who perform their work with a high degree of skill and ability and are**

**positive members of the City team.**

- A. It is the responsibility of the ~~Personnel~~ **Human Resource** Manager and Affirmative Action Officer of the City to administer this policy under the direction of the Personnel Committee and Mayor.
- B. It is the responsibility of all management staff and governing committees to ensure that recruitment and selection policies are consistently and impartially applied within their respective departments.

2. Recruitment

- A. A recruitment will be advertised in the most appropriate places likely to serve qualified candidates for the position. ~~Individuals shall be recruited from as wide a geographic area as is necessary to secure well-qualified candidates for a position.~~ **The City may post available positions internally with its current employees prior to advertising a position externally in the labor market. The City may fill position vacancies with existing employees whenever practical and in the best interests of the City. Candidates must possess the qualifications as set forth in the job description. Completion of the probationary period is criteria that should be considered when using the internal selection process. Competition will be open to all qualified candidates. The best qualified candidate will be selected for the vacancy.**
- B. Job announcements shall include the job title or classification, pay rate or range, sample of duties, minimum qualifications, where to apply, and the application deadline. ~~Union positions shall be posted in the contract designated places.~~
- C. An eligibility list ~~shall~~ **may** be kept for two years following recruitment for ~~street and park certain positions.~~ If another opening becomes available during the two year period, the person next in line on the eligibility list ~~will~~ **may** be contacted.

3. Applications

All applications for employment shall be submitted to the Personnel Office using the City Application Form. Additional information may be requested for some positions. **Candidates may access the City Application on the City's website.** The City Stevens Point accepts applications for current openings only.

4. Rejection of Applications

An applicant may be rejected from further consideration for reasons including, but not limited to, the following. The applicant:

- A. Does not possess the minimum qualifications for the position.
- B. Has an unsatisfactory employment record as evidenced by his/her completed application and/or reference checks.
- C. Has made a false statement of a material fact on the application.
- D. ~~Is afflicted with a mental or physical disease or defect that would prevent satisfactory performance of the job duties.~~
- E. Does not reply to mail inquiry within ten (10) calendar days or does not return a telephone inquiry within two (2) working days.
- F. Fails to accept an offer within two (2) working days, or fails to report for duty within the time mutually agreed upon in the offer.
- G. Does not submit a properly completed application.

**When considering internal candidates for vacant positions, the City will consider job-related standards such as work experience, the employee's past job performance, demonstrated attitude and skill, education, training, overall ability, length of continuous service and other job relevant considerations.**

5. Applicant Screening and Ranking

The **Human Resource** Manager shall ~~conduct or authorize~~ **coordinate** all appropriate screening and ranking (testing) procedures based on job analysis and professional personnel management principles to determine the candidates most qualified for the position.

Screening and ranking procedures may include, but are not limited to the following.

- A. Review of applications to determine compliance with minimum qualifications.
- B. Review of prior education, training and/or experience.
- C. Personal interview.
- D. Performance tests (~~e.g., typing and shorthand, operating various kinds of equipment~~).

- E. Reference check of current or past employers, and/or personal references.
- F. The Stevens Point ~~Police Department~~ **Dispatch Center** will run all State of Wisconsin criminal/driver's license checks for employment purposes.
- G. Work simulations.
- H. Physical examinations **and drug screening**. Physical examinations **and drug screening** may be required of a candidate after the candidate has been offered a position. Such examinations shall measure the individual's physical capabilities in terms of the job to be performed. **Candidates undergoing a physical examination must be certified by the health care professional chosen by the City as being able to perform the functions of the position being offered in order to be employed by the City.** When medical examinations are required, they shall be conducted by a licensed physician at the City's expense.

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**\*\*CITY OF STEVENS POINT\*\***  
**ADMINISTRATIVE POLICY**

Policy Title: New Employee Evaluation Period

Date of Issuance: December 18, 1989 Policy No. 2.03

Revision Date: Feb. 19, 1990, March 18, 1996 Page 1 of 1

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Description: The purpose of an evaluation period is to establish a time during which both the City and newly hired or promoted employee may decide whether or not the employee has adapted to the requirements of the position, the City's policies, practices, and personnel. **Nothing in this policy shall be construed or implied to be an employment contract.**

1. Time

All new employees shall serve a six-month evaluation period. An evaluation period may also be required for current City employees who are either transferred or promoted. For more information, refer to the Promotions and Transfers Policy No. 2.06.

2. Evaluation of Employee Performance

Department Heads shall document their evaluation of an employee's performance based on job-related criteria during this evaluation period. The employee shall have his/her progress explained to them as well as any corrective action needed. Prior to expiration of the employee's evaluation period, a minimum of one evaluation report is to be completed by the employee's supervisor. A copy of the report will be given to the employee and another copy placed in the employee's permanent personnel file. If the employee has achieved satisfactory or better performance in their position during the six month evaluation period they shall be given regular status.

3. Dismissal

During an employee's evaluation period, the City may terminate the employee for any reason the City in its sole discretion deems valid.

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**\*\* CITY OF STEVENS POINT \*\***  
**ADMINISTRATIVE POLICY**

Policy Title:           Salary and Classification Plan

Date of Issuance:    December 18, 1989

Policy No. 2.07

Revision Date:       3/18/96, 9/15/08

Page 1 of 1

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Description: Non-union employees (excluding the elected position of Mayor) are covered by a Management Pay Plan which was adopted by the Common Council in November, 2007. The Salary Plan consists of grades which periodically will be adjusted to reflect changes.

1.     Salary Plan

The salary plan consists of ten grades with assigned values. Each position (as opposed to person) was assigned a **range grade/step** based on responsibility, internal and external comparables, and the emphasis attached to that function by the Mayor and Personnel Committee.

Each grade has eleven steps through which employee's progress based on performance meeting expectations, and a maximum which is not to be exceeded.

~~Merit pay may be awarded based on unusually significant performance in a given year and is not added to base. ———~~

2.     Management Salary Increases

Management employees are eligible for salary increases based on a current performance evaluation with a rating of satisfactory or higher.

3.     Merit Pay

~~Each year after performance evaluations are completed supervisors may make recommendations to the Mayor, in writing, if they feel any of their employees have achieved unusually significant performance in the previous year. Remove; I am not aware of anyone receiving this in the 14+ years I have worked here.~~

4.     Longevity

~~Longevity shall be calculated from the date of hire. Each Union Contract includes a longevity schedule for their members. Management employees follow the longevity schedule in the Clerical Union Contract. Elected officials do not receive longevity pay. Employees hired after 1/1/2008 will not be eligible for this benefit. This item now appears under "standard benefits".~~

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**\*\* CITY OF STEVENS POINT \*\***  
**ADMINISTRATIVE POLICY**

Policy Title: Grievance Procedures

Date of Issuance: December 18, 1989

Policy No. 2.10

Revision Date: September 19, 2011

Page 1 of 5

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I. Purpose.

The purpose of this Policy is to set forth the procedure to be followed with respect to grievances by employees, union, and non-union. The terms of this Policy shall control unless another valid and enforceable grievance procedure exists in a collective bargaining agreement that applies to the matter.

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline and termination. This policy applies to all employees covered under Section 66.0509, Wis. Stats., other than police and fire employees subject to Section 62.13(5), Wis. Stats. An employee may appeal any level of discipline under this grievance procedure. **Nothing in this policy is intended to create a legally binding contract. The City of Stevens Point reserves its management rights to exclusively manage its operations in the best interest of the taxpayers of the City.**

II. Definitions.

A grievance is defined as a dispute or misunderstanding regarding the actions of City officials with regard to the following:

- Employee termination

“Termination” includes an involuntary end to employment but excludes a voluntary quit; a layoff or failure to be recalled from layoff at the expiration of any recall period; retirement; job abandonment such as “no-call, no-show,” or failure to report to work; any workforce reduction activities; job transfer; action taken for failure to meet the qualifications of a position; action taken pursuant to an ordinance other than an ordinance specifically addressing employee discharge; death; or the end of the employment of a temporary, contract or part-time employee.

- Employee discipline

“Discipline” includes verbal reprimands; written reprimands; and suspensions without pay. Discipline does not include action taken because of poor job performance, performance

evaluations, performance improvement plans, or counseling (verbal or written) regarding job performance.

Policy No. 2.10

Page 2 of 5

- Workplace safety

“Workplace safety” includes conditions of employment affecting an employee’s physical health or safety, the safe operation of workplace equipment and tools, environmental hazards, safety of physical work environment, personal protective equipment, and workplace violence.

### III. Preliminary Procedures.

#### A. Preliminary Grievance Steps.

Step 1: Prior to filing a written grievance, employees should discuss any problem or complaint with his/her Immediate Supervisor to determine if the grievance can be resolved.

Step 2: If the grievance cannot be resolved at Step 1, the employee must file a written grievance with the City Human Resource Manager no later than ten (10) calendar days from the date the employee first becomes aware of the termination, discipline, or workplace safety condition causing the grievance. The written grievance shall include: (1) a summary of the facts pertaining to the grievance and issue involved; (2) the date(s) the event(s) giving rise to when the grievance occurred; (3) a listing of all parties involved; (4) the remedy sought by the employee; and (5) the employee’s signature and date. The City Human Resource Manager shall respond to the grievance in writing within ten (10) calendar days of receipt of the written grievance.

#### B. Appeal to Personnel Committee.

Step 3: If the grievance is not resolved at Step 2, the employee may appeal a denial by filing a written appeal of the grievance with the Personnel Committee within ten (10) calendar days from receipt of the City Human Resource Manager’s decision. The Personnel Committee shall meet with the parties to discuss the matter. Within ten (10) calendar days of the meeting, the Personnel Committee shall issue a written decision sustaining or denying the grievance.

### IV. Hearing Officer Proceedings.

#### A. Appeal To Hearing Officer.

Step 4: If the grievance is not resolved at Step 3, the employee may appeal a denial by filing a written request for a hearing before a Hearing Officer. This request must be received by the Personnel Committee no later than ten (10) calendar days after the employee receives the Personnel Committee’s written response.

On appeal, the Personnel Committee shall transmit the grievance, all grievance responses, and this Grievance Procedure to the Hearing Officer. As soon as is practicable thereafter, the Hearing

Officer shall schedule a date for a hearing. The hearing shall be held at a mutually agreeable time in a public building and shall be open to the public unless the Hearing Officer otherwise directs.

Policy No. 2.10

Page 3 of 5

B. Hearing Procedure.

The Hearing Officer shall have the authority to administer oaths and issue subpoenas at the request of the parties and shall be responsible for the fair and orderly conduct of the hearing and the preservation of the record. The hearing shall be conducted in accord with the hearing procedures of the American Arbitration Association. Any party requesting a subpoena from the Hearing Officer is responsible for the fees associated with the subpoena. All testimony shall be taken under oath and shall be recorded by a court reporter under the supervision and control of the Hearing Officer, unless another method of recording is mutually agreed to by the parties and approved by the Hearing Officer. All costs associated with the court reporter and preparation of a transcript of the hearing shall be evenly split between the parties. In all cases, the grievant shall have the burden of proof to support the grievance. The Hearing Officer may only overrule a disciplinary action if the action taken was arbitrary or capricious.

C. Hearing Officer Decision.

The Hearing Officer shall submit his or her decision affirming or reversing the action with the reasons therefore in writing to the Personnel Committee and the employee within thirty (30) calendar days of the close of the hearing or the submission of the parties' written briefs, if any, whichever is later, or on a later date mutually agreed upon by the parties.

V. City Council Review.

A. Appeal to City Council.

Step 5: Within fourteen (14) calendar days of the date that the Hearing Officer's decision is mailed, either party may file with the City Council a written notice of appeal of the Hearing Officer's determination to the City Council. Any such appeal shall be on the written record, the preparation of which shall be the responsibility and at the cost of the party seeking the appeal. The appealing party shall supply a copy of the written record to the other party without charge. The written record shall be filed with the City Council within twenty (20) calendar days of the notice of appeal. No formal hearing shall be held before the City Council. The Council shall receive no further evidence on the matter but may request additional written submittals of the parties on matters which were raised before the Hearing Officer or, at its discretion, meet with the parties to review the matter. The City Council may retain outside counsel if necessary during the process.

B. City Council Decision.

Step 6: Within forty (40) calendar days of the receipt of the written record, the City Council shall make and file its written decision with the Clerk's office. The Clerk or designee shall, within five (5) calendar days, mail a copy of the decision to the last known address of the employee or the

employee's representative and provide a copy of the decision to the Personnel Committee. The Hearing Officer's determination may be affirmed, modified, or reversed by a majority vote of the  
Policy No. 2.10  
Page 4 of 5

City Council. The City Council's decision shall be final and binding on the parties. There shall be no subsequent right of appeal.

VI. Hearing Officer Selection.

A. Qualifications/Selection.

The City may contract with a Hearing Officer to hear and determine appeals at Step 4. Any Hearing Officer so engaged shall not be a City employee or receiving any compensation or benefits from the City other than those described below.

The City Clerk or designee shall create a panel of at least three (3) individuals when needed who have indicated a willingness to serve in the capacity of Hearing Officer and who are experienced in personnel matters and/or who are active or retired attorneys, retired members of the judiciary, retired administrative staff, or currently on the list of arbitrators or mediators for the Wisconsin Employment Relations Commission. The City Clerk shall draw three (3) names and list them in order of drawing with the first drawn name being appointed as the Hearing Officer. In the event a Hearing Officer is unable to accept the designation as Hearing Officer, the next numeric selection by the Clerk shall be appointed.

B. Compensation.

The Hearing Officer shall be compensated at the Hearing Officer's regular rate for the hearing, travel time, and time spent preparing a written decision. The compensation for the Hearing Officer will be split evenly between the parties.

C. Conduct of Hearing.

- 1) Generally. The Hearing Officer is not bound by the strict rules of procedure and the customary practices of courts of law.
- 2) Opening Statements. Opening statements are optional and shall be confined to a brief summary of the nature of the case, the evidence intended to be offered, and the controlling legal authorities.
- 3) Order of Proceeding. The grievant shall present evidence first.
- 4) Evidence. The Hearing Officer is not bound by common law or statutory rules of evidence. All testimony having reasonable probative value shall be admitted, and immaterial, irrelevant or unduly repetitious testimony shall be excluded. The Hearing Officer shall give effect to the rules of privilege recognized by law.

Hearsay evidence may be admitted into the record at the discretion of the Hearing Officer and accorded such weight as the Hearing Officer or commission deems

Policy No. 2.10

Page 5 of 5

warranted by the circumstances.

- 5) Testimony of Witnesses. (a) Witnesses may testify by answering questions posed to them. (b) Cross-examination is not limited to matters to which the witness testified on direct examination. (c) At the discretion of the Hearing Officer, witnesses' testimony may be taken via telephone rather than in person. (d) At the request of either party, the Hearing Officer may order the exclusion of the witnesses in accordance with the provisions of s. 906.15, Stats.
- 6) Stipulations. Parties may stipulate to some or all of the facts that are material to a case and the Hearing Officer may base an order upon the stipulation.
- 7) Sanctions. (a) Unless good cause can be shown, any party who fails to appear at a hearing after due notice is deemed to have admitted the accuracy of evidence adduced by the parties present and the Hearing Officer may rely on the record as made. If the absent party has the burden of proof, the Hearing Officer shall consider a motion to dismiss by the parties present without requiring presentation of any evidence.  
(b) If a witness fails to appear despite the issuance of a subpoena, the Hearing Officer may seek initiation of contempt proceedings.  
  
(c) If a witness refuses to answer a proper question or otherwise engages in misconduct, the Hearing Officer may exclude the witness, may strike all or part of the witness' testimony, may make an appropriate inference or may impose any combination of sanctions under this paragraph.  
  
(d) The Hearing Officer may exclude persons other than witnesses from the hearing for misconduct.

## VII. Settlement of Grievance.

A grievance shall be considered waived if not filed or appealed within the designated grievance timelines. Dissatisfaction is implied in recourse from one step to the next step. A grievance shall be deemed settled and dismissed at the completion of any step in the grievance procedure if all parties concerned are mutually satisfied or the grievance has not been timely processed to the next level. All settlements shall be in writing and signed by the employee in question and the appropriate City official(s) involved at the step level that the grievance was settled.

## VIII. Revisions/Updating.

This Policy may be amended or repealed by the City Council at any time.

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**\*\* ADMINISTRATIVE POLICIES \*\***  
**CITY OF STEVENS POINT**

Policy Title:            Discipline Procedures

Date of Issuance:    December 18, 1989

Policy No. 2.11

Revision Date:        May 21, 1990

Page 1 of 5

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~~Description~~ **Introduction:** This policy defines the procedure to be followed if an employee's performance or behavior falls below an acceptable level. Discipline is used when other methods of correcting the problem (performance appraisal, coaching, training, or counseling) have not been successful, or when the offense is considered serious. It applies to both management and union employees.

This policy does not apply to a new employee during his/her evaluation period.

Sometimes employees have personal problems which affect their behavior or job performance. When these problems occur, the supervisor should refer the employee to the City's Employee Assistance Program (EAP) for help. For more information on the EAP program, the employee may refer to Policy No. 3.04 or contact his/her area's Resource Coordinator.

I. Policy

- A. Disciplinary action will be taken against an employee ~~only for cause~~ **when deemed appropriate. The cause can be a violation of a policy, poor performance or other action considered inappropriate.** Refer to Policy No. 1.04 on Personal Conduct for a list of activities considered to be inappropriate. This is not an all-inclusive list.
- B. The City normally adheres to a policy of progressive discipline where the penalty become more severe with each additional inappropriate action or as a result of progressively declining performance. The steps involved in progressive discipline are described in further detail within this policy. In most cases, progressive discipline will be the appropriate means for correcting a problem.
- C. **A "just cause" standard is not required to be met in the issuance or review of disciplinary action, but disciplinary action taken should be reasonable or appropriate and not arbitrary and capricious, given the circumstances associated with the discipline.**
- D. Some actions are so severe and damaging to the City or it's employees that a supervisor

may feel it is warranted to override the normal progressive discipline process and immediately proceed to a higher level of corrective action. If a supervisor feels more severe action is warranted, it is recommended that he/she discuss the case with his/her supervisor, the City Attorney, and/or the Personnel Office prior to administering the disciplinary measure.

Policy No. 2.11  
Page 2 of 5

- E. An employee has the right to ~~Union~~ Representation at all steps of discipline; however, he/she may waive that right if they wish.

## 2. Progressive Discipline

### A. Verbal Warnings

A verbal warning is given for a less serious offense or performance problem. A verbal warning is a discussion with the employee of the specifics of the problem, including what performance or behavior is expected in the future. The supervisor should make a note of the warning and see that a copy is given to the Personnel Office for placement in the ~~Verbal Warning~~ **personnel** file. The note should clearly indicate this is a verbal warning and should include the employees name, the date, time, place, and reason for the warning.

NOTE: As in all steps of progressive discipline, formal documentation is extremely important. Documentation is used to establish a pattern of behavior upon which to proceed to a higher level of discipline.

### B. Written Reprimands

- (1) A written reprimand is issued when verbal warnings prove unsuccessful or when an employee's behavior or conduct requires something more serious than a verbal warning.
- (2) A written reprimand should include the following information:
  - (a) A description of the specific problem or offense and when it occurred.
  - (b) What actions and/or previous disciplinary measures have been taken to correct the problem.
  - (c) What behavior or performance expectations must be met in order to correct the problem.
  - (d) A warning that further unsatisfactory behavior or performance may result in

additional discipline, up to and including dismissal.

- (e) ~~An indication~~ **notation** that a copy has been placed in the employee's permanent personnel file. NOTE: If the employee is represented by a union, a copy of the reprimand should be forwarded to the union steward.

Policy No. 2.11  
Page 3 of 5

- (3) The ~~supervisor's supervisor~~ **Division Head or Department Head** ~~should~~ **will** review and sign the reprimand to ensure that it is consistent, fair and proper. The supervisor should then formally discuss the reprimand with the employee. Both the supervisor and employee ~~must~~ **should** sign the reprimand to indicate it has been discussed and reviewed. The employee may attach a brief written comment to the reprimand if he/she chooses. A copy of the ~~signed~~ reprimand (including any attachments) should be kept by the supervisor and the employee. The original document should be sent to the ~~Personnel~~ **Human Resource Manager for placement in the personnel file.** ~~(Exhibit A, Cumulative Warning Slip, which follows this policy, has been developed for this purpose.)~~

#### C. Suspensions

- (1) If an employee receives ~~two~~ **a written reprimands and engages in similar conduct** within a period of twelve months, **or engages in serious misconduct**, he/she will be suspended without pay for a minimum of one day ~~(an 8-hour shift)~~. ~~The reprimands need not be for the same type of offense or performance problem.~~ Notice of the suspension (including the dates) should be given in ~~the second written reprimand~~ **a written document.** NOTE: It is recommended that three **(3)** day suspensions do not begin on Monday nor end on Friday.
- (2) In certain instances a supervisor may feel it necessary to remove an employee from the work environment pending further investigation of the details surrounding a suspected violation. In cases such as this, the employee will be given an indefinite suspension (leave) immediately without pay until an investigation has been made and the action to be taken determined. Should the investigation reveal no violation or negligence existed on the part of the suspended employee, he/she will be immediately reinstated with full back pay. Should the investigation reveal circumstances requiring disciplinary action, the supervisor may opt to reinstate the employee with full, partial, or no back pay depending upon the seriousness of the offense. The supervisor may also determine that certain actions warrant additional suspension or ~~dismissal~~ **termination.**

#### D. Termination

- (1) ~~Three written reprimands given within a two-year period are justification for dismissal~~

~~from City employment. More serious violations may also result in termination prior to receipt of three written reprimands. An employee may be subject to termination based on his/her conduct, or based on conduct and prior instances of conduct.~~

(2) Letter of Intent

The supervisor must issue a letter explaining his/her intent to terminate employment. This letter of intent must have the signed approval of the department head and City Attorney. A copy of the letter must be placed in the employee's permanent personnel file. The letter must:

Policy No. 2.11  
Page 4 of 5

- (a) Explain the reason(s) for the termination and detail specific dates and times, if appropriate.
- (b) Make clear the fiscal conditions of the termination including the last day for which the employee will receive pay and the amount of accrued annual leave to be paid.
- (c) Inform the employee of his/her rights **under the Grievance Procedure described in Policy 2.10.** ~~to a hearing before the City Personnel Committee to respond to the charges against him/her. (NOTE: This does not apply to union employees.~~

3. Appeal of Termination

~~NOTE: This section applies only to non-union employees. Union employees should refer to the grievance procedures outlined in their respective labor contracts.~~

~~A. Upon notice of a pending termination, an employee has the right to appeal the termination to the City Personnel Committee. The request for a hearing must be made within fifteen working days of the date of the termination letter. Within this period of time, the employee must notify the Personnel Manager (by phone or in writing) to place the hearing on the next Personnel Committee agenda.~~

~~B. The purpose of the termination hearing is to allow the employee to present any information he/she thinks should be considered regarding the incident(s) resulting in termination. The employee's supervisor will be expected to attend the hearing and present appropriate documentation. The hearing will be held in closed session pursuant to Wisconsin Statute 19.85 (1) (b). The decision of the Personnel Committee will be referred to Council for final approval. In arriving at their decision, the Personnel Committee will consider the following:~~

- ~~(1) Does adequate documentation of the incident(s) exist to justify the action taken?~~

~~\_\_\_\_\_ (2) Does the supervisor's documentation indicate that a thorough investigation was made  
\_\_\_\_\_ of the incident(s)?~~

~~\_\_\_\_\_ (3) If the progressive discipline process was used, was the employee given adequate  
\_\_\_\_\_ opportunity to improve?~~

~~\_\_\_\_\_ (4) Does the discipline fit the offense?~~

\_\_\_\_\_

\_\_\_\_\_ Policy No. 2.11

\_\_\_\_\_ Page 5 of 5

~~\_\_\_\_\_ C. Regardless of whether or not an employee elects to appeal termination, the date of  
\_\_\_\_\_ termination will occur as indicated in the Letter of Intent. Should the Personnel  
\_\_\_\_\_ Committee decide to overturn the termination, the Committee may reinstate the employee  
\_\_\_\_\_ to his/her former position with full pay effective back to the date of termination.~~

~~\_\_\_\_\_ D. The Personnel Committee has the option of overturning a termination in favor of a lesser  
\_\_\_\_\_ penalty, such as a suspension without pay, demotion, or transfer.~~

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**\*\* CITY OF STEVENS POINT \*\***  
**ADMINISTRATIVE POLICY**

Policy Title: Standard Benefits

Date of Issuance: December 18, 1989

Policy No. 3.01

Revision Date: 2-90, 5-90, 10-93, 8-03, 3-07, 9-08, 3-10

Page 1 of 4

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Description: This policy covers all benefits in which employees are eligible to participate. Benefits include State Retirement, Federal Social Security, Health Insurance, Life Insurance, Worker's Compensation and Deferred Compensation. Benefits are administered by the City Personnel Office.

1. Retirement

Regular employees working in excess of **1,200** ~~600~~ hours per year qualify for participation in the Wisconsin Retirement System. ~~At the present time, the City of Stevens Point pays both the employer and employee contributions.~~ Employees in both the "Elected" and "General" WRS classifications will pay the employee portion of the benefit. **Employees hired on or after the July 1, 2011 must have five (5) years of creditable service to be eligible for either a formula or money purchase annuity benefit.** Specific information regarding benefits is available from the City Personnel Office or from the Wisconsin Retirement System in Madison.

**Administration of this benefit will be per the current state law.**

2. Social Security

Social Security is a federally-regulated benefit with both employer and employee contributions required. The employee contribution to Social Security is deducted from each paycheck until the maximum allowable deduction is reached. Fire Department employees hired before April 1, 1986 are excluded from participation in Social Security. Those hired on April 1, 1986 or after are included in only the medicare portion of Social Security.

3. Health Insurance

City employees are eligible to participate in a comprehensive health insurance program which includes hospitalization, surgical/medical, and major medical coverage-

~~A. Currently the City pays ninety percent (90%) of the cost of the single and family plan for those employees who choose such coverage. Those employees who choose not to be enrolled in the health insurance program offered by the City, will be paid \$200.00 per year in lieu of the insurance coverage.~~

~~— Deductibles. \$250 effective per year for employees under the single plan, and \$500 per year for employees under the family plan.~~

~~Prescriptions. \$5 for generic medications (or if no generic is available) and \$20 for brand name medications.~~

~~\$50 copay for emergency room visits, waived if patient is admitted.~~

~~\$15 copay for doctor office visits.~~

The City agrees to pay for extractions and initial replacement of natural teeth not covered by the Plan (does not include implants). **This benefit is available for those employees covered by the City's health insurance plan.**

~~— PPO in-network charges are payable at 100% after the appropriate deductible, out of network charges are covered at 90% after the appropriate deductible has been met. The City will "hold the employee harmless" by providing in-network coverage for providers outside of the PPO network. The deductible amounts for the single and family plan will remain the same. Individuals seeking services outside of the network would continue to be responsible for charges deemed over "usual and customary".~~

~~— The employee will be required to submit requests to the City as outlined below for out of network services paid for by the employee which are due to the PPO co-pay.~~  
~~— Administration will require that claims be processed through the following procedures:~~

~~— 1. The Claim(s) must be submitted to the City's Health insurance carrier by the health care provider;~~

~~— 2. The employee who seeks services outside the network will submit a bill listing the dates of service and a corresponding explanation of benefit to Personnel;~~

~~— 3. Personnel will submit a request for reimbursement through the City's purchase order process. A check will be sent directly to the employee~~

- B. An employee becomes eligible to participate in health insurance on the first of the month following the date of hire.
- C. The City may from time to time change the employer funding percentages, the insurance carrier and/or opt to self-fund ~~provided that any such change does not significantly change the level of benefits then in effect.~~
- D. Amendments to the Master Policy may be made from time to time for clarification and in accordance with generally-accepted insurance industry practices and policies. Interpretations will be made by the Personnel Department.
- E. Employees who **carry the City's health insurance plan and** retire from City Employment are eligible to continue coverage under the City Health Insurance Plan. Contact the City Personnel Office for details.

**Insurance Continuation (COBRA): Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and subsequent amendments to the act, employees covered under the City's group health insurance plan are eligible for continuation of medical coverage under the group plan upon the employee's termination (except for gross misconduct) or when there is a reduction in hours to a level that does not qualify the employee for benefits under the City's insurance plan. Under COBRA regulations an employee's covered spouse and covered dependents are allowed to elect continuation of coverage upon the employee's death, divorce or legal separation, an employee's entitlement to Medicare, or a dependent's loss of dependent status under family coverage.**

**All employees, as well as their qualified dependents will receive notice of mandated insurance continuation benefits at the time of hire or whenever the plan coverage for the employee begins. If a qualifying event occurs which entitles the employee and/or qualified dependents to continuation coverage, the plan administrator will notify the qualified beneficiaries of their right to elect continuation coverage. Continued participation will be solely at the participant's expense.**

**This policy is not intended to give a detailed explanation of health insurance benefits but rather to provide general information. Complete details of insurance benefits are available in the Personnel Office.**

4. Group Life Insurance

~~Employees are eligible to enroll in two (2) term policies.~~

- A. The City pays for a \$5,000 term policy for each **regular** employee, **with the exception**

**of those on the Teamster Health Plan. The City has the right to select with a** company of its choice (currently Standard Life). This policy is effective the first of the month following the date of hire and terminates the end of the month in which you cease city employment. If you continue to work past 65 the policy value reduces to 65% at age 65; 50% at age 70 and 35% at age 75.

**Hourly Employees of the Water/Wastewater Department are eligible for life insurance coverage through the Teamster Health Plan.**

**Water/Wastewater Management employees are provided with a \$5,000 term life insurance policy as well as a \$10,000 term life insurance policy.**

- B. After being employed by the City for six months, or having participated under the Wisconsin Retirement System prior to being hired by the City for a period of six (6) months, **all** employees are eligible to participate in the life insurance offered through the Department of Employee Trust Funds, which is handled by Minnesota Mutual Life Insurance Company. The amount of insurance is determined by the employee's previous year's annual salary (for new employees it is based on your estimated earnings in the current year) and is optional. The City pays 18% of the premium. If the employee does not wish to participate in this insurance, he/she is asked to sign a waiver.
- (1) An employee may include coverage for his/her spouse and/or dependent(s). There are two separate units of spouse and dependent coverage available. The per unit monthly cost remains the same regardless of the number of dependents covered. For specific information regarding this coverage, contact the Personnel Office.
  - (2) If an employee is on an authorized personal leave of absence, payment of the premium to the City Treasurer's Office will continue coverage.  
Policy No. 3.01  
Page 3 of 4
  - (3) If an employee becomes totally disabled as a result of injury or disease while actively employed, the City must certify the disability for an indefinite time by submitting a Waiver of Premium form to the Department of Employee Trust Funds. This will continue insurance coverage without further payment as long as the employee is totally disabled. The Employee will be asked from time to time to submit proof of his/her continued total disability.
  - (4) At age 65, the face value of the policy drops to 75% of the value prior to your birthday. At age 66, it drops to 50% and at age 67 drops to 25% and remains at this level thereafter.

5. Income Continuation

After being employed by the City for six months, or having participated under the Wisconsin Retirement System prior to being hired by the City of a period of six (6) months, employees are eligible to participate in the Income Continuation Insurance Plan administered by the Department of Employee Trust Funds. The City pays the premium for a six month (180 day) waiting period for each employee choosing to participate. An employee may shorten the waiting period, if they choose, to 120 days, 90 days, 60 days or 30 days, by paying the additional premium required.

- A. The benefits payable are up to 70% of gross salary payable at the end of the month after exhaustion of your selected waiting period. Disability benefits can continue for the length of your disability, however benefits cease at normal retirement age.
- B. If you become disabled the premiums are waived effective the first of the month following the date benefits eligibility begins. The waiver is effective for as long as you continue to be eligible to receive benefits.

6. Worker's Compensation

- A. While on the job, employees are covered by the Worker's Compensation Law which provides protection for medical expense and loss of salary for illness and/or injury connected with work.
- B. For maximum effectiveness of the Worker's Compensation program, the employee has a responsibility to report all accidents and incidents to his/her supervisor promptly. The supervisor has the responsibility to arrange for medical attention and to file an injury report with the Personnel Office. The employee has the right to consult a qualified doctor and/or hospital of his/her choice.

Policy No. 3.01

Page 4 of 4

- C. **The City Personnel Office should be advised of All Worker's Compensation payments ~~should be sent in care of the Personnel Office~~ so the payroll processing department can be informed of the amount of the payment. ~~If an employee's labor agreement provides~~ **The City that the City shall pay the difference between gross wages and worker's compensation payments up to a maximum of thirty (30) work days. After the thirty (30) work days, the City will make the payment.** ~~Employees not eligible for this payment from the City~~ may choose to supplement worker's compensation payments with accrued benefits such as sick leave, vacation, ~~and~~ compensatory time **and accrued holidays, up to the employee's regular gross bi-weekly pay subject to all normal deductions.****

**The City will continue to contribute its share of the health and life insurance premiums through the end of the calendar month in which the thirtieth (30<sup>th</sup>) work day occurs. If the employee elects to supplement his worker's compensation benefit with other accrued benefits, the City will continue to contribute the City's share of the health and life insurance premiums for that period of time. If accrued benefits are not used by the employee to supplement worker's compensation benefits and the employee elects to maintain coverage under the health and life insurance, the employee will be responsible for one hundred percent (100%) of the health and life insurance premiums.**

*Above language taken from AFSCME labor agreement with change in # of days from 45 to 30.*

7. Deferred Compensation

All regular full-time or regular part-time employees of the City are eligible to participate in the Deferred Compensation Plan. Deferrals cannot begin until after you execute a Participation Agreement. If interested contact the City Personnel Office. The minimum amount that can be deferred is \$20.00 per month, or \$10.00 per pay period.

8. Temporary and Part-Time Employees

A. Temporary Employees - Limited fringe benefits are provided except for Social Security and retirement (provided they work ~~600~~ **1,200** hours in the year and have a reasonable expectation of working the following year). Those employees eligible for Wisconsin Retirement Fund will also be offered Income Continuation **and** Minnesota Mutual Life Insurance. Health insurance may be purchased entirely at the employee's expense.

B. Part-Time Employees - All benefits will be prorated based on the number of hours ~~the employee regularly works in a week.~~ **worked in the previous year as a percentage of 2080 hours.**

9. Flexible Spending Benefit Account –

Eligible employees may participate in any of the following programs:

A. ~~Medical premium contribution benefit:~~ Allows an employee to pay for **H**health insurance premiums **are deducted** on pre-tax basis **unless the employee submits a written request for the deduction to be made on a post-tax basis.**

B. Unreimbursed medical expense benefit: Allows an employee to pay for out-of-pocket medical expenses not covered by the health insurance plan

(including applicable deductibles and co-payments) on a pre-tax basis.  
**Employees on the high deductible health plan are eligible to participate in a limited FSA Plan.**

- C. Dependent care benefit: Allows an employee to pay for child/dependent care expenses on a pre-tax basis.

10. **Longevity**

**Clerical and Related hourly employees, Streets and Parks hourly employees and Water/Wastewater hourly employees hired before January 1, 2013 shall be eligible for the longevity benefit outlined below. Management employees hired prior to January 1, 2008 shall be eligible for the longevity benefit outlined below.**

- A. **Benefits:** The City agrees that it shall pay longevity pay for employees who have completed continuous, uninterrupted service as additional compensation as follows:

	<u>Full Time</u>	<u>Part Time</u>
After five (5) years	\$15.00 per month	\$ 7.50 per month
After ten (10) years	25.00 per month	12.50 per month
After fifteen (15) years	35.00 per month	17.50 per month
After twenty (20) years	45.00 per month	22.50 per month
After twenty five (25) years	55.00 per month	27.50 per month

- B. **Payment:** All increases in longevity shall go into effect on the anniversary date of employment of the respective employee. This shall apply to employees entering the longevity plan after completion of five (5) years of service.
- C. **Break In Service:** Authorized unpaid leave of absence or layoff in excess of ninety (90) calendar days shall be deemed to be a break in continuous uninterrupted service under this section.

11. **Uniform/Clothing Allowance:**

**Clerical and Related hourly employees:**

The City shall provide uniforms, at no cost to the employee, that the City requires the dispatchers of the Police Department to wear during working hours. Said uniforms shall be replaced by the City when necessary. **NOTE: this eliminates uniforms for Records Bureau staff**

The City shall continue to provide the parking attendants with their uniforms, including footwear, and replacements thereof in accordance with the existing practice.

**Streets and Parks hourly employees:**

**Safety-toed Shoe Allowance.** The City will reimburse up to one-hundred fifty dollars (\$150) cumulatively per calendar year upon submission of receipts for the purchase of safety-toed shoes, work clothes and prescription safety eye wear, not including briefs/boxers. Employees are required to wear safety-toed shoes,

unless they submit certification from a physician indicating a medically related reason why they cannot wear them. Those employees obtaining a medical exclusion are not eligible for the safety-toed shoe reimbursement. In order to be reimbursed, the employee must submit the original customer receipt.

The City will reimburse a new employee for up to one-hundred fifty dollars (\$150.00) for each year upon satisfactory completion of their probationary period. If the probationary period begins in one (1) calendar year and ends the following calendar year, the employee shall be eligible for a reimbursement of up to \$150.00 for each year upon satisfactory completion of probation.

Reimbursements will be in increments of no less than twenty-five dollars (\$25), with the exception of the last payment.

Coveralls. The City agrees to provide coveralls through an outside firm for the following classified employees: Head Mechanic, mechanic, welder, park mechanic, building maintenance man and the sewer crew when performing their normal duties, and employees who work on crack filling and/or with oil. The Employer shall pay the entire cost for the coverall service.

Gloves. The City shall issue gloves to sewer crews at such times as deemed necessary by the street superintendent.

Eyeglasses. The Employer will replace prescription eyeglasses and/or frames broken or damaged during an employee's course of duties. The replacement will be of comparable value. The employee shall be reimbursed upon submission of the paid receipt to the supervisor.

Licenses and Certifications. ~~Effective January 1, 2002,~~ employees who are required to maintain a Commercial Driver's License (CDL) shall be reimbursed for renewal of their CDL up to \$40.00 once every eight (8) years. Such reimbursement shall require submission of a receipt.

### **Water/Wastewater hourly employees:**

Coveralls: The Employer shall provide coveralls for use when performing normal duties for all Employees that normally work outside or who work on equipment and machinery. The Employees shall be responsible for laundering the coveralls.

Uniforms: The Employer shall provide uniforms to Employees for use when performing normal duties according to the following table:

DEPARTMENT	UNIFORM
Service	Shirt, pants, light jacket, heavy jacket
Construction	Shirt, pants, light jacket, heavy jacket, t-shirts
Inspection Technician	Shirt, pants, light jacket, heavy jacket
Well Field	Shirt, pants, light jacket, heavy jacket
Sewage	Shirt, pants, light jacket, heavy jacket, t-shirts

The Employer shall initially furnish six sets of shirts and pants and three polo shirts, and thereafter shall replace as needed. The Employees shall be responsible for laundering the uniforms.

Office Staff. ~ **will not longer be provided uniform shirts.**

Employees Serving an Orientation Period: Employees serving an orientation period shall be entitled to coveralls only.

Eyeglasses: The Employer will replace prescription eyeglasses and/or frames broken or damaged during an Employee's course of duties. The replacement will be of comparable value. The Employee shall be

reimbursed upon submission of the paid receipt to the department head.

**Safety Shoes:** The City agrees to reimburse up to one hundred twenty-five dollars (\$125.00) for the purchase and use of safety shoes. It is understood that employees required by State, Federal or local rule (City of Stevens Point Employee Safety Handbook) must wear safety shoes at all times while performing duties requiring foot protection. Reimbursement will be paid upon presentation of a paid receipt to the Department. This shall be limited to one (1) pair of shoes or boots per calendar year.

**Gloves:** The Employer shall issue gloves at such times as deemed necessary at no cost to the Employees.

**Rain Gear:** The Employer shall issue rain gear (hip boots, rain suits, etc.) to the Employees when necessary at no cost to the Employees

## **12. Continuing Education**

**The City will be supportive of additional employee training and education, employees must exhibit a personal commitment and investment in gaining this additional education and/or training.**

**The City of Stevens Point encourages education and training in order to improve the qualifications of employees in their positions and prepare them for advancement in service to the City.**

**Employees interested in continuing education/training are encouraged to speak with their supervisor. The supervisor can relate information relating to available assistance.**

### **Clerical and Related hourly employees:**

The City shall pay the cost of tuition and books for job-related training after the successful completion of pre-approved courses.

### **Water/Wastewater hourly employees:**

The Employer will pay the full cost of the schooling required by the Employer. Mileage and meals will also be paid for by the Employer. Mileage will be reimbursed at the rate outlined in Section 3.03 of the City's Administrative Policy. The Employer reserves the right to limit the number and type of schooling that is paid for. If the schooling is not satisfactorily completed, the Employee shall reimburse the Employer for all tuition expenses. The Employer shall either adjust the employees workweek or pay time and one-half (1-1/2) in the event that class attendance would cause the total hours worked by the employee to exceed forty (40) in one (1) week.

## **13. Breastfeeding Support**

**In compliance with certain provisions of the Patient Protection and Affordable Care Act, the City of Stevens Point will provide support and reasonable break time to employees needing to express milk for breast feeding. A room that is shielded from view and free of intrusion from co-workers and the public will be provided.**

**Upon request by an employee, the division/department head will assist in the coordination of scheduled break times and identify a private area for the employee to use.**

**Employees will be required to use their normal break and/or lunch, or unpaid time.**

**The frequency of the breaks as well as the duration of each break will likely vary. Arrangements must have approval of the division/department head.**

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**\*\* CITY OF STEVENS POINT \*\***  
**ADMINISTRATIVE POLICY**

Policy Title: Leave Policies

Date of Issuance: December 18, 1989

Policy No. 3.02  
Page 1 of 15

Revision Date: 7-90, 5-91, 9-91, 8-93, 2-98, 4-99, 7-02, 12-02, 8-04  
09-05, 5-06, 3-07, 7-09, 9-09, 9-2011

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Description: This policy explains the different types of leaves available to full-time employees.

Sick Leave

A. Accumulation - Full time employees receive eight (8) hours of sick leave for each month of employment with unlimited accumulation.

B. Use – Sick Leave must be accumulated before it can be used. Sick leave shall be allowed **to be taken** when, due to sickness or temporary disability, the employee is unable to perform the **regular** duties of employment. The employee shall notify the department of his/her intent to take sick leave no later than 30 minutes after the beginning of the regular work day.

With departmental approval, sick leave may also be used for the employee's medical and dental appointments or to attend to a member of the employee's immediate family. (see Family Leave) The employee's supervisor may require ~~a doctor's statement for any requested sick leave~~ **verification of illness and/or the estimated time needed away from work due to an illness or injury.**

C. Abuse – Employees who abuse sick leave shall be subject to disciplinary action.

D. Sick Leave Conversion

1. Employee's who retire from City service at the retirement age based on their Wisconsin Retirement Fund category (55 for general employees and 50 for protective services), or retire due to disability and apply for a retirement annuity from the Wisconsin Retirement Fund, may have up to a maximum of 130 days of unused sick leave converted to a monetary value. The value will be made available to the employee to pay the full hospital and surgical insurance **premium** costs charged to the employee by the company carrying the City's group health insurance.

2. Post Employment Health Plan  
The City agrees to establish a Post Employment Health Plan in accordance with applicable sections of the Internal Revenue Service Code. Retiring employees who meet the requirements under **Section D (1)** will be required to “convert” accrued sick leave (**a maximum of 130 days**) and unused vacation into their individual “PEHP” account.
  3. The employee and/or surviving spouse may remain on the group health plan as long as the premium is paid in full by the employee or surviving spouse through deductions from their sick leave credit or cash payment.
- E. Bonus Days: If an employee does not utilize sick leave during the first six (6) months of the calendar year (January - June) the employee will be credited with an additional day of sick leave or at the employee’s option, a personal day. If an employee does not utilize sick leave during the second six (6) months of a calendar year (July - December), the employee will be credited with an additional day of sick leave or at the employee’s option a personal day.

Annual Leave- Vacation

- A. Vacation is earned and accrues from the day you begin work and is granted yearly on an anniversary basis. Vacation cannot be granted until an employee's original evaluation period has been successfully completed. An original evaluation period is the six-month period served upon appointment to an employee's first regular position. If an employee is terminated for disciplinary reasons with less than one year of service, no vacation time is given.

~~Specific information regarding exact hours earned is available in each collective bargaining agreement; the following schedule covers non-union employees.~~

<u>Years Employed</u>	<u>Vacation</u>
After 1 year	5 days
After 2 years	10 days
After 7 years	15 days
After 13 years	20 days
After 20 years	25 days
After 25 years	26 days
After 26 years	27 days
After 30 years	30 days

- B. Department heads are eligible for 15 days **of** vacation after one year of service and have the

option of taking up to one week after completing probation. After seven (7) year's ~~they~~ **of service, department heads** follow the ~~preceding~~ **above** schedule.

Policy No. 3.02

Page 3 of 15

- C. Managers and supervisors are eligible for ten (10) days vacation after one year of service and have the option of taking up to one week after completing probation. After seven (7) years **of service, they these employees** will also follow the schedule on the preceding page.
- D. Employee's eligible for the benefit will accrue vacation time from his/her anniversary date forward. On the anniversary date, the amount of vacation earned for the previous year will be posted to the employee's payroll record. An employee may use accrued vacation prior to the posting date with his/her supervisor's approval.
- E. Vacation must be requested in advance and will be granted insofar as the needs of the department will permit. If vacation cannot be arranged due to work schedules, ~~your~~ **the** Department head may request permission from the Mayor to carry over vacation to the first six months of the ensuing year, or it is automatically canceled.
- F. An employee eligible for three or more weeks of vacation may carry one week over into the following year. Prior approval should be received from the department head or the Mayor's Office. Approval is given only for unusual circumstances due to work responsibilities.
- G. Except as provided in **Section 2A above**, upon termination from City service, the employee will be paid for any unused earned vacation. ~~Bargaining unit employees should consult their contract regarding vacation provisions.~~

**Streets and Parks hourly:**

Street Department Vacation Dates. Vacation will be scheduled within the following limitations:

Only 2 ea. mechanic at one time will be authorized vacation. This includes Head Mechanic and Fabricator/Welder positions, Mechanic(s) assigned to Parks ~~and Transit~~.

Only 1 ea. solid waste/recycling position will be authorized vacation at one time. (Includes the drop-off position.)

Only 1 ea. street sweeper position will be authorized vacation at one time.

Only 1 ea. stock clerk, ~~bookkeeper~~ or ~~secretary~~ (~~not within this unit~~) will be authorized vacation at one time.

Only 1 ea. general service custodian will be authorized vacation at one time.

Only 3 ea. street positions will be authorized vacation at one time. (Includes snowblower/mounted loader (carpenter)).

Only 1 ea. of the Traffic/Sign Leadperson and painters positions will be authorized vacation at one time.

The Employer, in its discretion, may grant exceptions to the above.

**\*\*\*\*\*FAMILY AND MEDICAL LEAVE ACT\*\*\*\*\***

Child rearing, family illness, employee medical leave, and military call-to-duty and military caregiver leave are available to employees as specified below. The intent of this policy is to comply with both the Wisconsin and Federal Family and Medical Leave Acts. Should this policy conflict in any way with the applicable federal and state statutes or regulations, the statutes, or regulations shall control.

Eligibility

Federal ~ To be eligible for the federal leave defined below, the employee must have worked for the City for twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours in the last twelve (12) month period.

Wisconsin ~ Employees who have been employed by the City for one (1) year and who have worked one thousand (1,000) hours during the preceding fifty two (52) weeks are eligible for the leaves provided under Wisconsin law.

Policy No. 3.02  
Page 4 of 15

Length of Leave

The Federal Family and Medical Leave Law provides a total of twelve (12) weeks of family and medical leave for various purposes described below in a calendar year and an additional fourteen (14) weeks of military caregiver leave as described below.

Wisconsin law provides six (6) weeks of child-rearing leave, two (2) weeks of family illness leave, and two (2) weeks of employee medical leave in a calendar year.

Wisconsin, Federal, and City leave provided for the same purposes run concurrently; that is, they are not “stacked”.

**The City administers such leave on a calendar year basis.**

<u>TYPE</u>	<u>ELIGIBILITY</u>	<u>MAXIMUM DURATION FOR STATE LEAVE</u>	<u>MAXIMUM DURATION FOR FEDERAL LEAVE</u>
<b>Personal serious health condition; inpatient hospitalization or chronic condition</b>	<b>Unable to work because of serious health condition</b>	Up to two (2) weeks per calendar year	Up to twelve (12) weeks per calendar year

<b>Birth, adoption, foster care</b>	<b>Birth of a child, placement of child for adoption or as pre-condition to adoption, or foster care placement</b>	Up to six (6) weeks per calendar year provided the leave begins within 16 weeks of the birth of the child	Up to twelve (12) weeks per rolling 12-month period to be concluded within twelve months of birth or placement of the child
<b>Family serious health condition, inpatient hospitalization or chronic condition</b>	<b>Necessary to care for spouse, child, parent, parent-in-law or parent of domestic partner (WI FMLA only) with serious health condition</b>	Up to two (2) weeks per calendar year Also covers care for qualifying domestic partners	Up to twelve (12) weeks per rolling 12-month period  Policy No. 3.02 Page 5 of 15
<b>Leave to care for a seriously ill or injured military service member who is a spouse, son or daughter, parent, or next of kin.</b>	<b>Spouse, son, daughter, parent, or next of kin service member has been injured on active duty, and service member is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness.</b>	None	Up to twenty-six (26) weeks per rolling 12-month period going forward, per service member, per injury.
<b>“Qualifying exigency” leave due to employee’s spouse, son, daughter or parent being on or called up for active duty in the Armed Forces.</b>	<b>Short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities where the employer and employee agree to the leave.</b>	None	Up to twelve (12) weeks per rolling 12-month period

Definitions:

“Child”

A child includes not only your biological, adopted, or foster child, but also a step child, legal ward, or child for whom you have day-to-day responsibilities to provide care and financial support. If older than age 18, the child must be incapable of self-care at the time leave is to commence because of a “physical or mental disability.” A “physical or mental disability” is a physical or mental impairment that substantially limits one or more of an individual’s major life activities.

For purposes of the Wisconsin FMLA, however, a child over 18 must be incapable of self-care because of a serious health condition (defined below).

Policy 3.02  
Page 6 of 15

“Spouse”

Is limited to your husband or wife and does not include an unmarried domestic partner. The Wisconsin FMLA also covers qualifying domestic partners **for certain types of leaves**.

“Domestic partner”

Under the Wisconsin FMLA, means either: (1) a same-sex partner registered with the Register of Deeds in your county of residence or (2) a same-sex or opposite-sex partner who is not registered but the following criteria are met: (a) both partners are at least 18 years old and able to consent to a domestic partnership, (b) neither individual in the domestic partnership is married to or in a domestic partnership with another individual, (c) the partners share a residence, (d) the partners are not related by blood in any way that would prohibit marriage under Wisconsin law, (e) the partners consider themselves members of each other’s immediate family, and (f) the partners agree to be responsible for each other’s basic living requirements.

“Parent”

A parent includes your biological parents or another individual who provided day-to-day care and financial support during your own childhood.

Your parent-in-law or parent of your domestic partner is not considered a parent for purposes of the federal FMLA but is considered a parent for purposes of the Wisconsin FMLA.

“Serious health condition”

For the purposes of **Wisconsin FMLA** leave, a “serious health condition” is a disabling physical or mental illness, injury, impairment or condition involving either:

Inpatient care in a hospital, nursing home, or hospice; or

Outpatient care that requires continuing treatment or supervision by a health care provider.

For the purposes of the **Federal FMLA** leave, a "serious health condition" is considered to be an illness, injury, impairment, or physical or mental condition involving either:

“Inpatient care” which is an overnight stay in a hospital, hospice, or residential medical facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care; or

“Continuing treatment by a health care provider” which includes any of the following:

Incapacity and Treatment: A period of incapacity – inability to work, attend school, or perform other regular daily activities due to a serious health condition – of more than three full consecutive calendar days, that also involves:

Policy 3.02  
Page 7 of 15

Treatment two or more times within 30 days of the first day of incapacity, by a health care provider or by another health care provider under orders of, or on referral by, a health care provider; or

Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

NOTE: “Treatment” must be an in-person visit to a health care provider for examination, evaluation or specific treatment. Whether additional treatment or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.

“Pregnancy”

Any period of incapacity due to pregnancy, or for prenatal care.

Chronic Conditions Requiring Treatment: Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

Requires periodic visits (at least twice a year) for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

Continues over an extended period of time (including recurring episodes of a single underlying condition);

May cause episodic rather than a continuing period of incapacity (e.g., asthma,

diabetes, epilepsy, etc.)

Permanent/Long-Term Conditions Requiring Supervision: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, severe strokes, or the terminal stages of a disease.

Multiple Treatments (Non-Chronic Conditions): Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, 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 consecutive calendar days in the absence of

Policy 3.02  
Page 8 of 15

medical intervention or treatment, such as cancer (chemotherapy, radiation), severe arthritis (physical therapy), kidney disease (dialysis).

“Health care provider”

Includes a physician, dentist, clinical psychologist, podiatrist, chiropractor, a nurse practitioner, physician assistant, a nurse mid-wife, a clinical social worker, and certain other health care professionals.

“To care for”

A child, spouse, domestic partner (under Wisconsin FMLA only), or parent with a serious health condition is defined as caring for a family member's physical and psychological needs, which may encompass basic medical, hygienic, nutritional needs, or safety.

“Week” of Leave

When leave is taken as a continuous block, one “week” of leave means seven consecutive calendar days of leave.

For the purposes of Wisconsin FMLA, when leave is taken intermittently or partially, one “week” of leave is five calendar days of leave which would otherwise be workdays for the requesting employee.

Substitution: An employee may elect to substitute accrued paid sick or other accrued leave for any Wisconsin FMLA leave, but will not be required to substitute such paid leave. After the Wisconsin leave has expired, and during any remaining Federal FMLA leave, the employee may choose or the City may require that any accrued paid vacation, sick, personal holiday, or compensatory time leave be substituted for part or all of the remaining FMLA leave, provided the leave otherwise qualifies under the City’s applicable paid leave policy.

### Requesting and Scheduling Leave:

- A. Except in situations where the employee is unable to provide a written request because of the need for emergency health care, the employee is to provide the City with a written application for family or medical leave prior to the requested commencement of the leave on the "FMLA Request Form," available from the Human Resources Manager.
- B. In cases where the need for the leave is foreseeable, the request is to be made at least 30 days prior to the anticipated leave. If the employee gives less than 30 days notice of the need for leave, the City may require the employee to explain why it was not practicable to give the 30 days notice. In cases where the need for the leave does not become known more than 30 days in advance, the request shall also indicate the date that the employee is expected to return to work.

Policy 3.02  
Page 9 of 15

In cases of emergency, verbal notice of the need for leave should be given as soon as possible, but in all cases in accordance with the City's call in policy for absences.

- C. The City requests that the employee provide notification if they intend to substitute paid leave and what type of accrued benefit the employee intends to substitute as provided under the law.
- D. The employee is to advise the supervisor if his or her return date changes. The employee who does not return from FMLA leave at the designated time will be considered to have voluntarily terminated unless the employee was unable, due to a health care emergency, to notify the employer.

### Intermittent or Partial Leave

- A. When medically necessary, an employee may take leave to care for a parent, spouse, domestic partner **and parent-in-law** (under Wisconsin FMLA only), or dependent child with a serious health condition or their own illness or for certain military-related leaves as an intermittent or as a partial absence from employment in increments of no less than one (1) hour.
- B. If the leave is for planned medical treatment, the employee is expected to schedule the intermittent or partial absence so it does not unduly disrupt the City's operations. To comply with this requirement, an employee must provide the City, in writing, with the employee's proposed schedule of partial absences with reasonable promptness after the employee learns of the probable necessity of such leave.
- C. During Wisconsin FMLA leave, an employee may take child rearing leave as an intermittent or as a partial absence from employment in increments of no less than one (1) hour. An

employee who does so shall schedule the intermittent or partial absence so it does not unduly disrupt the City's operations. To comply with this requirement, an employee is to provide the City, in writing, with the employee's proposed schedule of intermittent or partial absences no less than 30 days before the schedule of absences is to commence. The schedule must be of a sufficient definiteness that the City is able to schedule replacement employees, if necessary, to cover the absences. Partial or intermittent leave must commence within sixteen (16) weeks prior to the birth and end no later than sixteen (16) weeks following the birth, adoption, or foster placement of a child.

- D. Where intermittent leave or reduced work schedules are requested **under Federal FMLA benefit**, that is foreseeable, the City may temporarily transfer the employee to an available equivalent position if the employee is qualified and the position better accommodates recurring leave.

Policy 3.02  
Page 10 of 15

#### Medical Certification

- A. If an employee requests a family illness leave, **military care giver leave**, or employee medical leave under this policy, the employee must obtain a Medical Certification Form from the Human Resource Manager. This form must be completed by the employee and the health care provider treating the family member or employee. This certification should be returned to the City within 15 **calendar** days. In the case of unforeseen leave, the certification should be furnished as soon as practical. When an employee fails to provide certification within 15 days of the City's request, the City may delay the start of FMLA leave, or, in the case of unforeseeable leave, if the employee fails to provide certification, the City may delay the continuation of the employee's leave.
- B. If an employee never produces the required certification, the leave is not FMLA leave. This means that if an employee fails to produce certification, no FMLA job protection applies to that employee.
- C. The City may request a second health care provider opinion at the City's expense.

#### Insurance and Benefits

While an employee is on a FMLA leave:

1. The City will maintain group health insurance coverage under the conditions that applied before the leave began. If, prior to the leave, the employees ~~were~~ **was** required to participate in the premium payments, ~~an~~ **the** employee on leave is required to continue with his/her share of the premiums. The City's obligation to maintain health benefits will stop if and when an employee informs the City of an intent not to return to work at the end of the leave period, if the employee fails to

return to work when leave entitlement is used up, or if the employee fails to make any required payments while on leave.

2. Employees have a 30 day period for payment of the employee's share of any premium to maintain group health coverage during FMLA leave. If the employee fails to pay, coverage will be dropped. The City must mail a written notice at least 15 days in advance of the date coverage is to cease, advising that coverage will be dropped on a specified date.
3. The City generally has the right to collect from an employee the health insurance premiums the City paid during a period of unpaid leave if the employee does not return to work after the leave entitlement has been exhausted or expired. An employee must return to work for at least 30 calendar days in order to be considered to have "returned" to work. The employee's liability to repay health insurance premiums does not apply if failure to return to work is due to a serious

Policy 3.02  
Page 11 of 15

health condition or specific circumstances beyond the control of the employee, as defined in the Federal FMLA.

4. The employee will continue to earn accrued benefits during the period that City paid leave is substituted.

#### Return from Leave

- A. An employee returning from employee medical leave may be required to obtain medical certification from the health care provider that she/he is able to resume work.
- B. An employee returning from leave as provided under this policy can return to his or her old position if vacant at the time the employee returns to work. If the position is no longer vacant, the employee shall be offered an equivalent position with virtually identical pay, benefits, and working conditions, and the same or substantially similar duties and responsibilities unless the employee would have been terminated during the statutory leave for a legitimate business reason.
- C. Upon reasonable notice to the City, an employee may return to work prior to the scheduled end of his or her leave. An employee shall be returned to his or her old position or an equivalent position within a reasonable time after the request to return to work early is made.
- D. Unable to Return to Work: If following the expiration of an employee's FMLA leave entitlement, the employee remains unable to perform an essential function of the position, the employee has no right under the FMLA to restoration to the original

position or another position and the person's FMLA rights end with the expiration of the FMLA leave period. The employee should contact the City to discuss the availability of any further leave to be determined on a case-by-case basis based on the employee's medical condition and any rights under ~~the~~ other laws or policies.

### Procedures and Forms

- A. When an employee requests leave under the Wisconsin or Federal Laws, the employee will be provided with the following (1) employee written request form; (2) an eligibility and notification of rights form setting forth the employee's obligations and the City's expectations while the employee is on leave; and, if applicable, (3) a physician's certification form and definition of serious health condition.

Policy 3.02  
Page 12 of 15

- B. Upon gaining sufficient information to determine if the leave in question qualifies as FMLA leave, the City will furnish the Employee with a Designation Notice specifying the amount of leave designated as FMLA leave.
- C. Employees who have any questions in regard to this policy or their rights under the Wisconsin and Federal Family and Medical Leave Law should contact the Human Resources Manager.

### Civil Leave and Jury Duty

- A. An employee shall be given time off without loss of pay while performing jury duty, **or** when subpoenaed to appear before a court, public body or commission in connection with City business, or for the purpose of voting.

In the case of jury duty, the employee shall remit his jury fee to the City. If the employee does not remit ~~his~~ **the** fee, ~~he~~ **the employee** shall be considered to be on a leave of absence without pay while performing jury duty.

- B. A leave of absence without pay shall be granted an employee, upon his/her request, to appear under subpoena or on his/her own behalf in litigation involving personal or appear under subpoena or on his/her own behalf in litigation involving personal or private matters.
- C. If an employee is unable to vote before or after normal work hours, he/she may take up to 3 hours of unpaid leave with supervisory approval to vote. The employee must notify his/her employer before Election Day of his intended absence. The employer may

designate the time of day for the absence.

### Funeral Leave

Funeral leave is ~~granted~~ **approved** by the appropriate **division or** department head ~~or~~ ~~according to union contracts.~~ ~~T~~the following benefits apply.

- A. Upon request an employee shall be granted up to, but not to exceed, three (3) consecutive work days with pay for the purpose of arranging for and attending the funeral of an immediate family member. This shall include spouse, child, parent, sibling, stepparents and stepchildren, parents of spouse and children's spouses.
- B. One day with pay will be granted to attend the funeral of ~~other relatives~~ **extended family**. This shall include grandparents, a brother- in-law, sister-in-law, uncle, aunt, ~~nephew~~, niece, nephew, and grandchildren.

Policy 3.02  
Page 13 of 15

- C. One-half day with pay will be granted to attend the funeral of a fellow employee provided scheduling can be arranged by the supervisor.

**The City recognizes that “immediate family” and “extended family” may not recognize people within a family who are cared about deeply. In these instances, employees should contact their supervisor to discuss the use of other accrued benefits, e.g. vacation.**

**NOTE: this is a bit more generous than the current Water/Wastewater agreement but will make the benefit uniform.**

### Military Leave

Notwithstanding anything to the contrary contained in this policy, the rights granted under this policy shall not exceed the basic rights granted under the Uniformed Services Employment and Reemployment Rights Act (USERRA) except that the City shall pay the employee as provided in Paragraph A “Short Term Military Leave” of the policy which provides as follows:

#### Short Term Military Leave

- A. An employee who is a member of a United States Military Reserve or National Guard Unit who is ordered by appropriate authorities to attend training or encampment under the supervision of the United States Armed Forces, shall be granted a leave of absence from his/her position not to exceed ten (10) working days in any calendar year. It is intended that this be done without financial penalty to the employee. The City will, therefore, pay such employee for base wages lost in an amount equaling the difference between his/her military pay and his/her normal City wage, providing the City wages are greater. With

respect to employee whose working day consists of a shift measured in hours, shifts of 12 hours or less shall equal 1 working day leave of absence; shifts in excess of 12 hours and up to 24 hours shall equal 2 working days leave of absence.

- B. City **payment** for ten work days shall not include overtime pay nor pay for more than eighty hours.
- C. The employee is required to turn in a copy of his/her military pay vouchers upon return to work or as soon as practicable. City **payment** will be adjusted (reduced) according to the amount of military base pay received unless the military pay is greater. In this case, no City **payment** for the period will be received.
- D. Request for a leave of absence for training in excess of ten (10) work days per year, as outlined above will be treated as leave without pay. Upon written notification, the employee may charge such absences to accrued vacation, holiday time or accumulated compensatory time in lieu of leave without pay.
- E. Leave with pay for duly ordered school, field camps and exercises is granted for regular full and **regular** part-time employees only.
- F. An employee serving an original probationary period when ordered to attend schools, field camps, exercises or active duty will be granted a leave of absence without pay.

Policy 3.02  
Page 14 of 15

#### Long Term Military Leave

A regular full-time permanent employee who leaves the service of the City to join the military forces of the United States during time of war or other declared national emergency, or who is drafted into military service at any time, shall be granted a military leave without pay.

Employees who volunteer for call-up to active duty are excluded from these benefits. Such leave shall extend through a date ninety (90) calendar days after he/she is relieved from active service. Written documentation as proof must be filed with the City Personnel Department. Such employee shall be restored to the position which he/she vacated or to a comparable position with full rights and without loss of seniority or benefits accrued and not taken while serving in the position he/she occupied at the time the military leave was granted, provided he/she makes application to the Personnel Department within ninety (90) days after the date of his/her honorable or general discharge. Failure of an employee to notify the City within ninety (90) days of his/her intention to return to work shall be considered a resignation of employment. Upon return to City employment, the employee must be able to perform all the essential functions of their position.

Employees falling into this category will be eligible for continuation of health, life and disability insurance coverage by continuing to pay their portion of the premiums. This **approval provision** is only for those employees who have been given written order to report

and will continue only for the duration of their orders. As it relates to these benefits not withstanding any union agreement to the contrary, this provision will cease on December 31, 2009.

#### Calculation of time in City Service

The time a City employee is on short term or long term Military Leave without pay is included in the calculation of his/her total length of time in City service.

#### Leave of Absence

Upon the recommendation of the department head, the Mayor and City Personnel Committee may grant a regular employee a leave of absence subject to the conditions set forth below.

1. Leave without pay shall be granted only when it is in the best interests of the City to return the employee to service at a future date. Requests for leave of absence shall be approved prior to the taking of such leave. If the leave is requested as an extension of sick leave, it must be accompanied by a physician's statement **indicating the need for such leave**.
2. At the end of a leave of absence, the employee shall be reinstated in the position he/she vacated, or in an equivalent vacant position, if the employee meets the stated qualifications. If there is not a suitable vacancy available, the employee's name shall be placed on a waiting list.
3. Credit toward vacation and sick leave shall not be earned while an employee is on leave

Policy No. 3.02  
Page 15 of 15

- of absence, but insurance benefits may be retained if ~~they are~~ **the premium is** paid in full by the employee.
4. If an employee is on leave of absence for more than ten (10) consecutive work days during a calendar year, it shall change the employee's anniversary date correspondingly.
  5. A return to work earlier than the scheduled date may be arranged between the department head and the employee.
  6. Employees on leave of absence will be subject to termination if actively employed elsewhere during the term of their leave.
  7. If an employee is unable to return to work on the date stipulated, he/she may submit a written request to extend a leave of absence, to the Personnel Committee. If, on the date following the expiration of the leave of absence, an extension has not been requested and granted and the employee has not returned to his/her position, the employee shall be considered to have resigned from City employment.

An employee must exhaust all accrued vacation benefits before requesting a leave of absence.

Unauthorized Absence

An employee who is absent from duty without prior approval shall receive no pay for the duration of the absence, and shall be subject to disciplinary action which may include dismissal. It is recognized there may be extenuating circumstances for an unauthorized absence. ~~Due consideration shall be given each case.~~

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**\*\* CITY OF STEVENS POINT \*\***  
**ADMINISTRATIVE POLICY**

Policy Title: Employee Assistance Program

Date of Issuance: December 18, 1989

Policy No. 3.04

Revision Date: October 18, 1993; July 19, 1999

Page 1 of 2

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Purpose: The City through its Governing Committees/Commissions and management personnel, feel it is in the best interest of both the public and the employee to provide a program designed to assist employees suffering from emotional problems, personal problems, alcoholism, and other chemical dependencies. This can best be carried out through early intervention and referral to appropriate community and professional agencies for help. This type of program must protect the privacy of the individuals concerned and, if it is to achieve its objectives, employees seeking assistance through the program must be assured that their employment status will not be jeopardized by seeking such assistance.

1. Definitions

- A. Emotional problems and personal problems - Behavior or medical problems such as physical, psychological, marital, financial, legal, etc. involving either the employee or a dependent that definitely and repeatedly interfere with the employee's job performance.
- B. Alcoholism and other drug abuse problems - Illnesses in which the employee's or his/her dependent's consumption of alcoholic beverages and/or use of other drugs definitely and repeatedly interfere with the employee's job performance.

2. Benefits

Alcoholism or other chemical dependencies and personal problems are recognized as illnesses and, as such, will receive the same financial benefits, insurance coverage, and sick leave as presently provided for other illnesses.

3. Confidentiality

All communications between the employee and program staff will be confidential. No records of conferences and referrals will be kept in the employee's personnel file.

4. Acceptance/Rejection of Assistance

Regardless of whether the employee elects to accept referral and treatment, he/she has the responsibility to maintain job performance at the standards included in his/her position description.

5. Availability

A. The City recognizes that an employee's job performance may be adversely affected by stress resulting from the fact that members of his/her immediate family may be afflicted with personal problems, alcoholism, and/or other drug dependencies. Therefore, assistance under this program is available to any member of an employee's immediate family, either at the request of the employee or the family member.

**It is the employee's responsibility to maintain appropriate job performance regardless whether or not the employee elects to participate in the program.**

~~B. EAP posters can be found at all locations where union job postings are found. The EAP posters have handout brochures explaining the program and also contain the names of the resource coordinators.~~

~~C. Additional information may be obtained from any of the resource coordinators.~~

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**\*\* CITY OF STEVENS POINT \*\***  
**ADMINISTRATIVE POLICY**

Policy Title:       Holidays

Date of Issuance:   December 18, 1989

Policy No. 3.06

Revision Date:

Page 1 of 1

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Description:   The purpose of the policy is to designate the specific paid holidays for City employees.

1. Employees are entitled to take a holiday with pay on the following occasions:

New Year's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Eve Day	Day after Thanksgiving
Christmas	* One Floating Holiday

\* The date of the floating holiday shall be agreed upon between the employee and the supervisor in order not to disrupt the efficiency of the department.

2. If a paid holiday falls on a Saturday, City Offices are closed the preceding Friday. If a holiday falls on a Sunday, City Offices are closed the following Monday.

3. If a holiday falls within a vacation period, an employee receives an additional vacation day with pay. ~~When an employee is required to work on a legal holiday, compensatory time off is given or wages paid at the rate of time and one half, or according to the union contract.~~

4. To qualify for holiday pay, an employee must work on his/her last scheduled work day before and the first scheduled work day after the holiday. For purposes of this section, absences due to vacation, sick leave or other authorized paid leave shall be counted as if the employee was present and working.

Police Dispatch: Holidays, holiday premium pay, compensatory time off and scheduling of work hours on holidays for police dispatch employees will be addressed solely as described herein.

Any dispatch employee who is required to work on a holiday listed below will be compensated at the rate of time and one half regular pay for the hours worked. (The premium for work on a holiday shall be equal to one half of the hours actually worked on the holiday).

New Year's Day	Columbus Day
Memorial Day	Veteran's Day
Fourth of July	Thanksgiving Day

Labor Day  
Christmas Day

Christmas Eve  
Easter Day

Holiday premium pay, as described above, shall be paid for hours worked from 6:00 a.m. the day of the scheduled holiday to 6:00 a.m. the following day.

An employee called to duty on a holiday shall be compensated at a rate of time and one half, plus any applicable call time, for all hours worked.

If the employee is off duty on a holiday as a requested day off and is called to duty, the employee will be compensated at a rate of time and one half plus any applicable call time for all hours worked. The employee will retain the requested time off or any unused portion thereof.

A full year's holiday time shall be credited to the employee's time sheet on January 1 of each year. Holiday time need not be earned to be taken in time off, provided that, if the employee terminates employment with the Department during the calendar year, any unearned time taken as time off shall be deducted from the employee's final pay.

Although time is credited to the employee's time sheet on January 1, it is not considered earned until the scheduled holiday occurs.

Holiday time may be taken in paid time off only and must be taken within the calendar year in which it is earned. Any time not taken within the calendar year earned shall be forfeited. Holiday time cannot be taken in pay unless part of a separation benefit. Holiday time taken in advance will be deducted from final pay if employment terminates before the holiday is earned.

Scheduling of all time off shall be in full compliance with Department Directives.

### **Streets and Parks hourly:**

Holidays. All employees, including probationary employees, shall receive the following holidays with pay:

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	

In addition, each employee shall be allowed one (1) floating holiday off with pay annually.

The date of the floating holiday shall be agreed between the employee and the superintendent so as not to disrupt the efficiency of the department.

Requirements. The employee must be in attendance on the workday immediately preceding and immediately following the holiday to be eligible for the holiday pay, except when:

1. On scheduled vacation;
2. On sick leave;
3. On authorized leave approved by the superintendent;
4. On funeral leave.

Scheduling of Holidays. If any of the above holidays falls on a Sunday, the following day will be considered a holiday. If any of the above holidays fall on a Saturday, the employees shall receive a compensatory day off in lieu of the holiday. This compensatory time shall be taken on a Monday or a Friday. The employee and the department head shall mutually agree on the day off so as not to interrupt the efficiency of the department, but all employees shall be granted their day off within sixty (60) days following the holiday.

When a paid holiday falls on a Monday, the Drop-Off Attendant shall receive a floating holiday. This floating holiday shall be scheduled off on a work day in the same pay period as the holiday, as determined by mutual agreement of the supervisor and the employee.

Work Performed On A Holiday. When any employee works on one of the above holidays, the employee shall receive eight (8) hours straight time pay as holiday pay in addition to time and one-half (1-1/2) pay for the number of hours actually worked.

When an employee is called to work on any of the above holidays except the floating holiday, the employee shall receive two (2) hours straight time pay as call pay, in addition to the above provided compensation. In order to qualify for call pay, such employee must have actually reported for work and must have been able and available for work when called. ~~Holidays shall be considered as time worked in computing overtime.~~ The City and the employees agree that all work on holidays shall be kept to a minimum.

### **Water/Wastewater hourly:**

Holiday Schedule: All regular full-time employees except shift workers shall be granted the following holidays off with pay:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	December 24th
Independence Day	Christmas Day
Labor Day	

Employees shall be allowed one (1) floating holiday to be scheduled by mutual agreement.

If a holiday falls on a Sunday, the following Monday shall be declared the holiday and if the holiday falls on a Saturday, the preceding Friday shall be declared the holiday. ~~If December 24th falls on a Saturday or Sunday, the last preceding work day prior to the Christmas holiday shall be granted as a holiday for all Employees.~~—The Employee must work the day before and the day after each holiday to be eligible for holiday pay with the exception of normal days off or excused absences.

Holiday for Shift Workers: If a holiday falls on an “off” day of a shift worker (for the purposes of this Agreement shift workers shall include those regularly scheduled to work weekends) he/she will receive an additional day off as scheduled by mutual agreement between the Employee and his/her department head.

Work on Holidays: Any shift employees within this bargaining work unit ~~on the date of ratification by both parties, or any current bargaining unit employee who later becomes a shift worker,~~ who is regularly scheduled and actually works on a holiday, will be paid time and one-half (1-1/2) for hours worked during their regularly scheduled shift plus one (1) holiday to be taken in time off. The holiday must be taken in time off on or before the employee's anniversary date or if not taken in time off, it will be paid out at the employees regular rate of pay.

Shift employees hired after January 1, 2001, shall receive two and one-half (2-1/2) times their regular rate of pay for all regularly scheduled hours worked on a holiday. It is understood by the parties that non-shift employees receive double time pay for all hours worked on a holiday.

Shift employees who work on a holiday in excess of their regular shift on that holiday shall receive double time pay for each hour worked in excess of their regular shift on that holiday.

Holiday Pay Rate: Holiday pay shall be computed at the Employee's regularly classified rate at the regularly scheduled number of hours.

Employee Acknowledgement

I have received a copy of the Employee Handbook. I have read and I understand its contents. I acknowledge that it is my responsibility to ask questions about anything I do not understand.

I understand that it is my responsibility to comply with all City policies, rules and expectations as set forth in the Handbook, as well as policies, rules and expectations that the City may otherwise establish or change from time to time. I further understand and acknowledge that this Handbook provides guidelines and information, but this Handbook is not, nor is it intended to constitute, an employment contract of any kind.

I understand that the contents of this Handbook may be changed by the Employer at any time, with or without notice.

\_\_\_\_\_ Employee Initials

I have, as part of this Handbook, received the City’s Discrimination, Harassment, and Retaliation-Free Workplace Policy. I have read and understand its contents. I acknowledge that it is my responsibility to ask questions about anything I do not understand in this policy and it is my responsibility to comply with its provisions.

\_\_\_\_\_ Employee Initials

I have also reviewed and understand the provisions relating to hours of work and overtime in conformance with the Fair Labor Standards Act.

\_\_\_\_\_ Employee Initials

After you have read the Handbook, initial and sign this page. Then please detach the page from the Handbook and return it to your supervisor, who will then submit it to the Personnel Department for placement in your Personnel File.

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name