

PERSONNEL COMMITTEE AGENDA
Monday, September 12, 2011 – 6:25 p.m.
(or immediately following previously scheduled meeting)
Lincoln Center – 1519 Water Street
[A quorum of the City Council may attend this meeting]

1. Request to fill vacancy – Inspection/Community Development.
2. Discussion and possible action on amendments to:
Administrative Policy 2.10 – Grievance Procedure
Administrative Policy 3.01 – Standard Benefits (Wisconsin Retirement Fund)
Administrative Policy 3.02 – Leave of Absence (Military Leave)
3. 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 4:00 p.m.



Memo

Michael Ostrowski, Director
Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
Ph: (715) 346-1567 • Fax: (715) 346-1498
mostrowski@stevenspoint.com

City of Stevens Point – Department of Community Development

To: Personnel Committee
From: Michael Ostrowski
CC: Human Resources Manager Jakusz and Mayor Halverson
Date: 8/29/2011
Re: Request to Fill Commercial Electrical Inspector Position

I have been informed that Don Benzmilller will be retiring December 16, 2011. Don serves as the City's part-time commercial electrical inspector in the Department of Community Development. With his departure, it will leave a vacant position in the department, and I would ask that this position be refilled.

If approved, I would request the start date for the position to be on December 12, 2011, allowing for a small overlap for informational purposes, if there are ongoing projects. The additional expenses for the overlap will come from the Department's operating budget. Please note, the electrical inspector position is quarter time, approximately 10 hours per week.

Thank you for your consideration of this request. If you should have any questions or concerns, please do not hesitate to contact me.

Approved:

X

Andrew Halverson
Mayor

**** 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 2 ____

~~Description: The purpose of this policy is to explain the procedure to be followed with respect to grievances by non-union personnel. Union grievances will be handled according to the respective labor agreement.~~

~~1. Definition~~

~~— A grievance is defined as a dispute or misunderstanding regarding the interpretation or application of a contract, policy, or law.~~

~~2. Procedure~~

~~— A. Prior to filing a written grievance, employees are asked to discuss any problem or complaint with their immediate supervisor to see if the problem can be resolved. If a solution cannot be reached, the employee should file a written grievance with the department head no later than 15 working days from the date the employee first became aware of the condition causing the grievance.~~

~~— B. Department heads have 5 working days to answer a grievance in writing. If the grievance is not settled at this step, a request, by the employee, for review by the Personnel Committee should be made. This request is to be received by the Personnel Manager no later than 10 working days after the employee receives the department head's decision. The meeting to discuss the grievance shall be held at a mutually agreeable time. The Personnel Committee shall respond, within ten (10) working days after the meeting, in writing.~~

~~— C. In the case of a personnel action related to position classifications, pay, demotion, suspension or termination, complaints immediately progress to the Personnel Committee. The procedure for appealing a termination are given in Policy No. 2.11. If a grievance is one that the employee feels violates his/her civil rights, a grievance may be filed with the Personnel Manager who will refer it to the Personnel or Affirmative Action Committee.~~

3. Settlement of Grievance

~~A grievance shall be considered settled at the completion of any step in the procedure if all Parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.~~

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.

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.

- 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.

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 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 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.

**** 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

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.

I. 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.

Short Term 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 pay for ten work days shall not include overtime pay not 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 pay will be adjusted (reduced) according to the amount of military base pay received unless the military pay is greater. In this case, no City pay 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 part-time employees only.