



# **Madison City Attorneys Association**

## **Employee Benefits Handbook**

**City of Madison, Wisconsin**

**Adopted December 2017**

This Handbook outlines benefits for permanent employees of the City of Madison in Compensation Group 23. This existence of this Handbook does not create an express or implied contract and is not a collective bargaining agreement. The City reserves the right to modify this Handbook and to amend or terminate the policies, procedures, or benefits described herein. This Handbook will not override any City Ordinance, Administrative Procedure Memorandum, State or Federal law.

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## Overview

The City of Madison employs over 2700 permanent employees. As one of the largest employers in the city, the City of Madison strives to offer its employees a competitive salary and benefits package. This handbook applies to employees in Compensation Group 23 including those in the Madison City Attorneys Association. The purpose of this handbook is to provide a one-stop reference for the many varied benefits the City offers, and to document any benefits and working conditions that are specific to Compensation Group 23. By putting this information in one place, we hope to create an easy resource for employees who have questions about what benefits are available. In addition, this handbook provides a mechanism for employees who have disputes over terms and conditions of employment to file a grievance. This handbook will be updated periodically to reflect changes to the compensation and/or benefits offered by the City. The handbook is posted on [EmployeeNet](#) and the Human Resources website ([www.cityofmadison.hr](http://www.cityofmadison.hr)) and any revisions or updates will be reflected on these websites at the appropriate time. Hopefully, this handbook is useful, but if employees continue to have questions about their benefits, please call the City Human Resources Department at 266-4615.

## Equal Employment Opportunity/Non-Discrimination Policy

It is declared to be the public policy of the City of Madison to foster and enforce to the fullest extent the protection by law of the rights of all of its inhabitants to equal opportunity to gainful employment, housing, credit and the use of City facilities and public accommodations without regard to sex, race, religion, non-religion, homelessness, refusal to disclose Social Security Number, gender identity, genetic identity, citizenship status, credit history, unemployment history, victim of domestic abuse, victim of sexual assault, victim of stalking, color, national origin or ancestry, age, handicap/disability, marital status, source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, familial status, or the fact that such person is a student, or the fact that such a person is a member of a domestic partnership.

To fully effectuate this policy of promoting nondiscrimination, the City shall endeavor to eliminate all discrimination that may occur in its own employment, housing, and public accommodation practices and in the use of City facilities. The City of Madison as an employer will not violate federal, state or municipal laws concerning discrimination in employment, nor will the City discriminate against any employee(s) because of affiliation or lack of affiliation with a City-recognized association.

## Application of this Handbook

This handbook applies to employees in Compensation Group 23. Where there is a conflict between the ordinances and the provisions of this handbook, the ordinance language will control.

## Employee/Association Representatives

Employees shall have the right, without concern for interference, restraint, coercion or domination, of self-organization. Employees within Compensation Group 23 may form, join or assist in the

creation and maintenance of one (1) association to represent the compensation group, hereafter “Compensation Group Representative” and to engage in the procedures set forth in relevant sections of Chapter 3 and Section 33.10 of the Madison General Ordinances.

- A. The Compensation Group Representative shall not collectively bargain with the City. The Compensation Group Representative may be annually required by the City, on the first day of May, to demonstrate by a show of membership cards, petition or similar process that it has more support than any other association seeking to represent the employees of Compensation Group 23. The members of Compensation Group 23 shall determine the employee representatives for the compensation group.
- B. Employee Representatives are individuals who are employees of the City of Madison, members of the Compensation Group Representative and who participate in the activities described below. Compensation Group 23 shall be allowed up to two (2) Employee Representatives. The Employee Representatives will be allowed to post notices, meet with employees for reasonable periods of time to discuss issues and potential grievances, and attend meetings with outside counsel and any Association Representatives for reasonable periods of time while on work time. Employee Representatives will do this in such a way as to cause the least disruption within the workplace. Compensation Group 23 Employee Representatives may meet and confer with City representatives at reasonable intervals regarding benefits and working conditions contained in this Handbook, and the subjects listed in MGO 33.10(4). Association representative(s) may also attend such meetings and conferences at the discretion of the Employee Representative.
- C. Employee Representatives will be allowed up to fifteen (15) unpaid leave days per calendar year to attend educational conferences, classes, or conventions related to their role as Employee Representative. Additional unpaid leave days may be authorized by the Human Resources Director. Employee Representatives will provide a minimum of seven (7) days advanced notice to their supervisor and will schedule time off in such a way as to cause the least disruption within the workplace.
- D. Upon request, the City will provide an email address for Employee Representatives that do not have one available. A copy of all written notices to employees or Employee Representatives concerning matters related to this Handbook, including new job titles or other proposed changes to the compensation group’s composition, shall be sent to Employee Representatives and Association Representatives, if any. Association Representatives shall copy the Employee/Labor Relations Manager with any communication to the City concerning matters related to this Handbook.

## **STATE BAR MEMBERSHIP, CONTINUING LEGAL EDUCATION AND LIABILITY INSURANCE**

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The City shall pay the cost of the employee's State Bar Association dues and mandatory Supreme Court assessments necessary for maintaining the employee's license to practice law in Wisconsin. In addition:

- A. The City shall pay either:
1. The full cost of membership in the Dane County Bar Association, and one (1) section membership to the State Bar of Wisconsin; or
  2. Two section memberships to the State Bar of Wisconsin.

This provision does not limit employees from enrolling in unpaid section memberships. In addition, employees shall be eligible for further training pursuant to the City's employee training program subject to approval by the department head.

- B. The full cost of tuition and customarily allowed expenses shall be paid by the City for Continuing Legal Education (CLE) courses necessary to fulfill the Board of Attorney's Professional Competence continuing legal education requirements for attorneys, subject to approval by the department head.
- C. Employees shall be granted time off without loss of pay to attend Employer-approved courses, seminars and programs.
- D. The City Attorney will budget funds each year to send one (1) Compensation Group 23 member to each of the annual International Municipal Lawyer Associations (IMLA) conventions. Selection for such attendance shall be made by the City Attorney on a rotating basis.
- E. The City agrees to provide liability protection pursuant to its obligations under Wisconsin Statutes Sec. 895.46. The City shall also maintain a professional errors and omissions insurance policy with employees named as additional insured, which will provide coverage in the amount of at least one million dollars (\$1,000,000.00) per occurrence per employee. Such coverage shall be maintained in force under the current insurance policy or, if changed, an equivalent insurance policy or self-funded program.

## **Pay Provisions**

The City of Madison strives to offer competitive wages for all its positions. To this end, the City not only complies with the provisions of the Fair Labor Standards Act, but in many cases offers pay above and beyond its legal obligations. Specific provisions are described below.

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## **SALARY SCHEDULES**

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**Compensation:** Compensation for Compensation Group 23 employees shall be at the rate for that compensation group adopted through MGO 3.54 and maintained by Human Resources on the Finance Department website at: <http://www.cityofmadison.com/finance/salarySchedule/>.

Any changes to the salary schedule or step progression for Compensation Group 23 employees shall be by resolution or ordinance, proposed by the Human Resources Director and approved by the Common Council, taking into account any recommendations of the Committee on Employee Relations (CER) under MGO 33.10. (See Personnel Rules)

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## **SALARY ADVANCEMENT**

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Step increases shall take place as described in sec. 3.54(11), MGO except Compensation Group 23 employees shall have sixteen (16) salary steps. Step increases will occur on an annual basis upon an employee's completion of his/her probationary period.

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## **LONGEVITY PAY PROVISIONS**

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All permanent full-time and permanent part-time employees receive longevity pay according to the following schedule:

1. Three per cent (3%) of base pay at the beginning of the 5th year of continuous employment;
2. An additional 3% (total 6%) of base pay beginning with the 10th year of continuous employment;
3. An additional 2% (total 8%) of base pay beginning with the 14th year of continuous employment;
4. An additional 1% (total 9%) of base pay beginning with the 16th year of continuous employment;
5. An additional 1% (total 10%) of base pay beginning with the 18th year of continuous employment;
6. An additional 1% (total 11%) of base pay beginning with the 20th year of continuous employment;
7. An additional 1% (total 12%) of base pay beginning with the 25th year of continuous employment.

Longevity Pay will be implemented consistent with the terms of MGO Sec. 3.54(16).

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## **RESIDENCY AND RESIDENCE ASSISTANCE**

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- A. Compensation Group 23 employees shall not be restricted in their right to choose their place of residency.
- B. All employees of Compensation Group 23, who buy a residence in the City of Madison, shall be granted a \$500.00 Residence Purchase Assistance Payment.
  1. This payment will not be made more than one (1) time per each fifteen (15) years of employment.

2. This payment will be made only to employees who purchase a residence **after** having been a permanent employee for at least thirteen (13) months, counted from the date of hire in the permanent position. Unpaid leaves will not count towards the required thirteen-month period.
3. This payment is to provide assistance for the purchase of homes in which employees will establish/maintain their primary residence.
4. This program will discontinue upon the adoption of a City-wide program to incentivize City of Madison residency.

## HOURS OF WORK

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The standard workweek consists of 38.75 hours, and a standard workday is considered 7.75 hours.

## PROFESSIONAL TIME

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The City recognizes that the professional work performed by Compensation Group 23 employees cannot be standardized in relationship to a given period of time. As such, Compensation Group 23 employees will be entitled to professional time as described in MGO 3.54(14)(a)8.

## Leave Provisions

In addition to offering competitive salaries, the City of Madison offers a generous leave package, including vacation, paid holidays, sick leave, and other leave. The specific types of leave are described below.

## VACATION LEAVE

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Employees earn vacation immediately upon starting with the City according to the following schedule:

<b>Continuous Service Time</b>	<b>Full-Time Equivalent Annual Work Days of Vacation</b>
After completion of one (1) year	10
After completion of three (3) years	12-1/2
After completion of seven (7) years	15
After completion of eleven (11) years	17-1/2
After completion of fifteen (15) years	20
After completion of nineteen (19) years	25
After completion of twenty-seven (27) years	27

(MGO 3.32(6)(c))

Employees are not eligible to use vacation time until completion of their probation period, or in the case of a longer probation, after six (6) months of employment. However, vacation earned during that time will be prorated and credited to an employee's vacation balance upon completing

probation. (MGO 3.32(6)(a)) If an employee serves a probation period longer than six (6) months, the employee is able to use ½ of their vacation balance after the first six months of employment. Employees who do not serve a probation period are eligible to use vacation time at any time.

Employees receive their entire vacation allocation for the year as of January 1. However, employees actually earn the vacation on a prorated basis with every bi-weekly pay period. Therefore, if an employee uses vacation and then terminates her/his employment with the City prior to the end of the year, the employee may be responsible for reimbursing the City for any vacation that was used and not earned. (MGO 3.32(6)(c)4.)

When employees are given their vacation allocation for the year, this takes into account any additional vacation earned due to an employee reaching a new vacation threshold within the upcoming year. The new vacation amount is prorated from the employee's continuous service start date through the end of the year.

Employees can automatically carry over up to ten (10) days of unused vacation from one year to the next. Unused vacation in excess of ten (10) days may only be carried over with the approval of the employee's Department Head and Human Resources Director. Any amount of vacation carried over, in excess of ten (10) days, must be used by June 30 of the following year. See APM 2-5 for more details. (MGO 3.32(6)(b))

Vacation will be scheduled according to the policy established by individual departments in accordance with MGO Sec. 3.32(6)(c)6.

The Mayor, or designee (the Human Resources Director), may designate an employee's beginning vacation leave entitlement at any step within the vacation schedule. If that occurs, the employee, for the purposes of calculating vacation, will be considered to have completed that amount of service. For example, a newly appointed employee may be given fifteen (15) days of vacation. In that case, the employee will be considered to have completed seven (7) years of service and will be entitled to a higher vacation amount after four (4) years (years 8, 9, 10, and 11) of service. (MGO 3.32(6)(c)7.)

Eligible employees, upon retirement, shall have added to their last paycheck their full vacation credit for that calendar year less any vacation already taken during said year, regardless of whether the employee earned the vacation at the time of retirement. (MGO 3.32(6)(e))

Additional provisions relating to vacation will be implemented consistent with the terms of MGO Sec. 3.32(6).

## **HOLIDAY LEAVE**

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Employees shall be eligible to receive the following paid designated holidays as defined in MGO Sec. 3.32(7).

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)

- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday of November)
- Day after Thanksgiving
- December 25

Employees must work or be in an approved paid leave status the workday before and after a holiday in order to receive pay for the holiday. (MGO 3.32(7)(c).)

In the event a designated holiday falls on a Sunday, the Monday immediately following will be treated as the holiday. In the event a designated holiday falls on a Saturday, employees will be given an additional vacation day in lieu of the holiday. (MGO 3.32(7)(e))

In the event an employee must perform required duty on an established holiday, he or she shall be granted professional time off consistent with §3.54(14)(a)8., MGO.

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### **FLOATING HOLIDAY TIME**

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Consistent with Section 3.32(8), MGO, all employees receive 3.5 days of floating holiday, which can be scheduled and used as vacation time. Floating holidays may not be carried over into another year, unless an employee is hired and starts employment with the City on or after November 1. Any floating holiday time otherwise not used by an employee by December 31 will be forfeited.

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### **PAID LEAVE TIME**

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Employees are eligible to receive paid leave time.

The day after Thanksgiving, and the whole day or part of the day on December 24 and December 31, where said days fall on a normal Monday-Friday workday, are Paid Leave Days. City facilities, except in those agencies performing essential services, are closed on Paid Leave Days and employees are paid for these days. In the event a City facility remains open, the department head may release employees from duty on that day at the department head's discretion. Employees must work or be in an approved paid leave status the workday before and after a paid leave day in order to receive pay for the paid leave day.

When employees are required to work on a paid leave day, equivalent compensatory time off shall be granted at a mutually agreeable time. All compensatory time granted under this section shall be at straight time.

When December 24 and 31 fall on either Saturday or Sunday, employees are provided one (1) additional vacation day for each day consistent with the provisions of MGO Sec. 3.32(9). This vacation day is not applied to an employee's leave balance until the pay period in which these days fall.

Additional provisions relating to paid leave time will be implemented consistent with the terms of MGO Sec. 3.32(9)

## **SICK LEAVE**

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Employees earn sick leave in accordance with MGO Sec. 3.32(5)(b)1.

Sick leave may be used for any absence necessitated by an employee's or an immediate family member's serious illness or injury. "Immediate family member" is defined as follows (MGO Sec. 3.32(12)(a)3.):

1. Parent or stepparent
2. Husband or wife
3. Child, stepchild, grandchild or foster child
4. Spouse's foster child
5. Brother or sister
6. Grandfather, grandmother, great-grandfather or great-grandmother.
7. Person designated in writing by the employee as a family partner or that partner's child, stepchild, grandchild, foster child, parent, stepparent, brother, sister, stepbrother, stepsister, son-in-law, daughter-in-law, grandparent, or great-grandparent
8. Father-in-law, mother-in-law, stepfather-in-law or stepmother-in-law
9. Sister-in-law, brother-in-law, stepsister-in-law or stepbrother-in-law
10. Son-in-law or daughter-in-law
11. Spouse's son-in-law or daughter-in-law
12. Spouse's grandparent or great-grandparent
13. Domestic Partner as provided in Section 39.03(2)(n) and (o) and 39.03(11), Madison General Ordinances

Sick leave is earned at the rate of one-half (1/2) day per biweekly pay period, prorated based on an employee's FTE, and consistent with the terms of MGO Sec. 3.32(5)(e). Employees must complete six (6) days of compensated service in a pay period in order to earn sick leave during that pay period. Employees earn sick leave immediately upon starting employment with the City. Only employees in their original six (6) months of employment may draw in advance of the amount of sick leave (up to 6 days), which would be accrued within the six (6) months. If the employee's service is terminated prior to the end of this period, the employee shall reimburse the City for any unearned sick leave used. (MGO Sec. 3.32(5)(b)2.)

If the City has reason to believe an employee is abusing this benefit, the employee may be required to provide a certificate explaining the necessity for the employee's absence from work, or other documentation substantiating that the absence was for an approved use of sick leave. The certificate shall be signed by a physician, physician's assistant, registered nurse, or childcare provider. Failure to provide this medical documentation may result in loss of pay for the time absent and possible discipline. This provision will be enforced consistent with the terms of the MGO Sec. 3.32(5)(c).

Employees may accumulate up to a total of 163 days of sick leave. At the end of each year, any employee with a sick leave balance in excess of 150 days will receive a payout on the pay date of pay period 25 equivalent to the employee's regular salary times the number of excess days.

Employees who retire or who become disabled and who are also eligible to receive either Social Security benefits, Wisconsin Retirement Fund annuity payments or other publicly established retirement fund annuities shall receive the cash equivalent of one hundred per cent (100%) of their accumulated unused sick leave credits. If this amount is greater than \$2,000.00, these funds will be placed into the City of Madison Post-Retirement Sick Leave Conversion Medical Reimbursement Plan and Trust, pursuant to the terms of the Plan, or the City of Madison Governmental 401(a) Special Pay Plan and Trust, pursuant to the terms of the Plan. (MGO Sec. 3.32(5)(e)2.)

Employees who are displaced and become unemployed as a direct result of the transfer of a Department/Division operation to another government entity or due to subcontracting the operation to a private entity, will receive the equivalent value of their accumulated unused sick leave not to exceed the value of six (6) months of the employer's normal contribution toward health insurance. These funds will be placed in an escrow account and will be used to continue the City's normal contribution toward health insurance premiums for a period not to exceed 6 months following the date of layoff consistent with the terms of MGO Sec. 3.32(5)(e)2b. If the employee is recalled or rehired by the City within twenty-four (24) months of the layoff, the accumulated unused sick leave credits not converted to the escrow account for health insurance contributions will be restored to the employee.

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## **FAMILY AND MEDICAL LEAVE**

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Qualifying employees are entitled to take leave under the Family and Medical Leave Act for a variety of reasons. Reasons include an employee's own serious health condition, the serious health condition of a family member (as defined in the Federal or Wisconsin FMLA), the birth or adoption of a child, and other qualifying reasons. The City recognizes and tracks leave under both the Federal FMLA and the Wisconsin FMLA. Mayoral APM 2-21 outlines the City's policy with respect to FMLA. Employees using Federal FMLA may be required to substitute other forms of paid leave consistent with the terms of the APM. Instructions and forms for requesting FMLA leave can be found on [EmployeeNet](#).

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## **DEATH IN THE FAMILY OR OTHERWISE LEAVE**

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All employees will be allowed up to three (3) workdays of funeral leave with pay in the event of the death of a member of the employee's immediate family as defined in the Sick Leave section above. Such leave will not be charged to an employee's accrued sick leave or personal leave balances. Additional time off may be requested and, subject to approval, will be charged to the accrued leave time of the employee consistent with the terms of MGO Sec. 3.32(12)(a).

In the event of death of a family member other than those shown above, employees are entitled to one (1) day of leave, which will be charged against any paid leave the employee chooses. Only in the absence of paid leave will AWOP be approved. (MGO Sec. 3.32(12)(b) and (c).)

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## **DEATH OF FRIENDS**

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Employees shall be entitled to leave without pay for one (1) day when the memorial service takes place out of town; one-half (1/2) day for an in-town memorial service; such time off may be charged against any paid leave credits due the employee, at the discretion of the employee. In the absence of any paid leave credits, the time off shall be charged as absences without pay.

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## **JURY DUTY LEAVE**

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All employees who are called for jury service in any court of the State of Wisconsin or of the United States will be entitled to a leave of absence from the City without loss of pay provided the employee reimburses the City for the per diem received for serving as a juror. Serving as a juror will not constitute an interruption of service for the purposes of computing seniority or longevity and an employee will not be charged with any personal leave during the time on jury duty. (MGO 3.32(11).)

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## **ELECTION TIME OFF**

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State law requires that employees be allowed time off for the purpose of voting on election day. Any employee wishing to vote during regular work hours should notify his/her supervisor in advance of the desire to vote on election day. Any employee having given notice prior to election day may take up to 3 hours of vacation, compensatory time, personal time, or absence without pay, for the purpose of voting on election day. The City, and specifically each individual department/division, reserves the right to designate the time of day in which an employee is released to vote.

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## **MILITARY LEAVE**

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Employees are entitled to leave to serve as a member of the military consistent with the provisions of the MGO 3.32(10) and with Mayoral APM 2-39.

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## **LEAVE OF ABSENCE WITHOUT PAY**

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Department Heads may, in appropriate circumstances, grant employees a leave of absence without pay limited to fifteen (15) working days in accordance with MGO Sec. 3.32(4) and Mayoral APM 2-31, and with the exception that Compensation Group 23 employees do not require permission of the Mayor (or HR Director/designee as Mayor's representative) for leave that exceeds that number of days.

A leave of absence without pay while on probation will serve to extend the probationary period by the length of time on leave. Forms for requesting a leave of absence without pay can be found on [EmployeeNet](#).

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## DISABILITY LEAVE AND LAYOFF

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An employee who is injured or otherwise unable to work because of a physical or mental impairment that is not work-related is entitled to a maximum of six (6) months leave of absence without pay subject to the following conditions:

- The employee must not have any available sick leave time.
- The employee must apply for such leave in writing to their department/division head, who will forward such request to the Human Resources Director, or designee, for approval.
- The employee must submit a treating physician's report directly to Human Resources, including a statement regarding the medical reason(s) for the leave and whether or not the employee is able to work.
- In order to return to work, the employee must provide notice and submit to the department/division head a treating physician's release for work.

During the period of disability leave of absence, the City will make its normal contribution toward the employee's health insurance premiums. When medically fit to return from disability leave, the City will restore the employee to her/his original position. Employees can be placed on disability leave status during a covered leave under the Family and Medical Leave Act. In this case, employees do not need to submit additional medical documentation; the City will consider the documentation submitted with the FMLA sufficient for disability leave. Employees are not eligible for holiday pay, paid leave days, or other paid leave accrual during disability leave.

An employee who returns to work from a disability leave must be back at work for at least two (2) months before being eligible for a new six (6) month disability leave. Any paid leave taken during the two (2) month period shall act to extend the two (2) month period on a day for day basis. If the employee requires any amount of unpaid leave during the two (2) months, the two (2) month period will start over from the time s/he returns from unpaid status.

Disability leave may not be used for intermittent leave requests except in the following cases:

- The Employee is using leave otherwise covered by FMLA.
- The employee needs time off to attend doctor appointments for a period of time following a return from disability leave.
- The employee is in a "work-hardening" period and working a reduced or intermittent schedule at least half-time for the purpose of returning to regular status.

An employee who returns to work on an intermittent basis will continue to have the hours taken as AWOP counted towards the six (6) months of disability leave. Once an employee reaches six (6) months of AWOP, if the employee is unable to work her/his regular schedule or with permanent restrictions, s/he will be placed on disability layoff until such time as the employee is released to work the regular schedule or with permanent restrictions.

In the event the employee is unable to return to work at the end of the disability leave period, the employee will be placed in a layoff status for a period not to exceed eighteen (18) months. The City will make no health insurance contributions on behalf of the employee during the eighteen (18) month layoff. However, the employee can maintain insurance coverage by paying the entire premium. If an employee is certified to return to work during the layoff period, the employee will

be given recall rights consistent with the provisions of the City of Madison Personnel Rules, and Sec. 3.32(13), MGO. Other provisions relating to Disability Leave or Layoff will be implemented consistent with the terms of APM 2-45.

This policy applies to all City employees with qualifying medical conditions, which is not limited to, but may include employees with disabilities as defined by the Americans with Disabilities Act (ADA) or related legislation. An employee's eligibility for disability leave or disability layoff shall in no way infer the existence of a disability as defined by the ADA or related legislation. Information regarding an employee's eligibility for reasonable workplace accommodations and the City of Madison's compliance with the ADA and related legislation can be found in APM 2-22.

## **Benefits**

The City of Madison offers a number of benefits for employees and family members. These benefits include a pension, health insurance, life insurance, wage insurance, two 457 deferred compensation plans, and a number of other benefits as described below.

## **PENSION**

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The City of Madison participates in the Wisconsin Retirement System (WRS), which is administered by the State of Wisconsin, Department of Employee Trust Funds. Employees who have WRS service prior to July 1, 2011 begin participating in the WRS upon date of hire in permanent positions and for limited term employees working at least twelve (12) months. Permanent and limited term employees expected to work at least twelve (12) months and hired after July 1, 2011 will begin participating in WRS upon date of hire as long as their position is certified at .6 FTE or greater (a minimum of 1200 hours in a 12-month period). Hourly employees become eligible after having worked 12 months and at least 1200 hours. The City of Madison contributes the required Employer portion and employees pay the required employee portion established by state law. The employee contribution will be taken with pre-tax dollars. In most cases, upon retirement, employees will receive an annuity, paid monthly.

Permanent employees with WRS service before July 1, 2011 are considered "vested" immediately upon starting with the City. Employees who are new to the WRS and are hired after July 1, 2011, will have to participate in the WRS for at least 5 years in order to be "vested" and receive employer contributions upon reaching age 55. Retirement benefits and eligibility requirements are thoroughly discussed on the ETF website (<http://etf.wi.gov>). Employees are encouraged to contact ETF at 608-266-3285 for questions on their own accounts. Each year, usually in the Spring, participating employees receive an annual account statement from WRS.

The minimum retirement age to begin receiving an annuity is fifty-five (55). However, the normal retirement age is sixty-five (65) for general employees and employees who retire before age sixty-five (65) will have an actuarial deduction made on the annuity. If an employee has at least thirty (30) years of creditable service and retires at age fifty-seven (57) or later, there will be no actuarial deduction. Employees who leave the City prior to age fifty-five (55) and do not secure employment with another WRS employer may have the option of taking a separation benefit. Otherwise,

separated employees may leave the money in the WRS until turning age fifty-five (55), at which time the separated employee can choose to take a lump sum payout or a monthly annuity.

Retirement benefits are based on the higher of either a formula calculation or money purchase calculation. This ensures that the retirement benefit will never be less than the annuity that can be provided by employee required contributions and accumulated interest plus an equal amount of employer contributions. For a career public employee who retires at the normal retirement age, the intent is that the formula retirement benefit, when added to the employee's Social Security benefit, will produce a total retirement income of between 50% and 85% of pre-retirement gross earnings. The maximum formula retirement benefit limit is 70% of final average earnings for all employment categories except the protective categories.

Contributions to the WRS are automatically placed into the Core Trust Fund for employees. The Core Trust Fund is invested in a combination of bonds, fixed income securities and common stock. However, employees can opt to participate in the Variable Trust Fund. The Variable Trust Fund is a diversified investment portfolio and performance of the Variable Trust Fund is more dependent on the stock market than the Core Trust Fund. There is greater risk associated with the Variable Trust Fund, but also the possibility of a higher return if the stock market performs well. Employees who elect to join the Variable Trust Fund will have 50% of all future contributions (both employer and employee) placed into the Variable Trust Fund. Existing contributions cannot be transferred into the Variable Trust Fund.

New employees can sign up for the Variable Trust Fund within thirty (30) days of beginning employment and contributions to the Variable Trust Fund will start immediately. Otherwise, current employees can sign up for the Variable Trust Fund at any time but contributions will not start until January 1 of the following year. Employees can also choose to cancel Variable Trust Fund participation, but once this is done, the employee will not be allowed to resume contributions into the Variable Trust Fund. If employees choose to withdraw from the Variable Trust Fund, this can stop future contributions only or employees can choose to move their existing balance in the Variable Trust Fund to the Core Trust Fund.

Employees may also make voluntary, after-tax, additional contributions to their WRS account to supplement the regular WRS benefit. These contributions are subject to federal annual contribution limits.

If an employee has previous non-WRS public sector employment at the federal, state, or local level, it may be possible to purchase credit for the years of Other Governmental Service (OGS). Employees must have contributed into the WRS for a minimum of 3 complete continuous years before purchasing back years of OGS. An employee can purchase up to the number of years the employee has contributed into the WRS, not to exceed the amount of OGS. Employees can pay by submitting a payment, by transferring monies from WRS additional account(s), a plan-to-plan transfer of pre-tax monies from account(s) in other qualified non-WRS retirement plans, or a combination of all three. The non-WRS retirement plans from which ETF can accept plan-to-plan transfers of pre-tax funds to buy OGS include plans qualified under sections 401(a), 401(k), 403(b) and 457(b) of the Internal Revenue Code. The plan(s) must agree to this transfer of funds. **There**

**is no immediate tax liability on the monies transferred from other qualified retirement plan(s) to buy WRS creditable service**

Please see the Department of Employee Trust Funds website for more details on this benefit: [etf.wi.gov](http://etf.wi.gov).

**POST-EMPLOYMENT HEALTH INSURANCE PLAN (VEBA)**

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For employees in Compensation Groups 16, 20, 23, 31, 32, 33 and 83: Beginning with pay period 26 in December 2016, the City shall make a contribution to the City Employees Voluntary Employees Beneficiary Association (CE-VEBA) for employee compensation groups 16, 20, 23, 31, 32, 33 and 83. The amount of the 2016 contribution shall be \$600,207.00 and shall continue annually thereafter in the 26th pay period of each year, and shall be increased every year thereafter, by the same percentage increase applied to the base wages of the employees in these compensation groups. The City Employees Voluntary Employees' Beneficiary Association, through its board, administers the VEBA plan, which provides post-employment healthcare benefits. The City shall be held harmless in the administration of the program, and from making any additional contributions to the health insurance trust fund beyond the amounts stated above. Please direct any questions regarding this benefit to [MadisonVEBA@gmail.com](mailto:MadisonVEBA@gmail.com).

**HEALTH INSURANCE**

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The City of Madison participates in the Wisconsin Public Employer's Group Health Insurance program. All permanent City employees and employees in limited term positions funded for at least twelve (12) months have the option to enroll in health insurance upon starting employment with the City. If an employee starts on or before the first Monday of a month, coverage will be effective the beginning of the following month. Otherwise, coverage will not be effective until the beginning of the next month after that. New employees are provided enrollment information during orientation. Eligible employees have a thirty (30) calendar day enrollment period to enroll in any of the health plans offered. The annual "It's Your Choice" Health Insurance booklet and printable forms are found on [EmployeeNet](#) or at the City Human Resources Department.

The City shall contribute 88% of the premium based on an average of the HMOs in the Dane County Service Area. Employees will be responsible for any premium costs in excess of this 88% amount, as determined by ETF. Employees who are less than full-time will pay a prorated premium based on their FTE. These premiums are taken from pre-tax dollars in most cases.

The State of Wisconsin has expanded coverage for health insurance to children up to age twenty-six (26).

Each year, in October, employees will have the opportunity to participate in the "It's Your Choice Open Enrollment Period." During the It's Your Choice Open Enrollment Period, employees may enroll in health insurance for the upcoming plan year, change carriers, or change from single to family coverage. The changes made during It's Your Choice are effective January 1<sup>st</sup> of the following year. Employees enrolled in the health insurance may also have the opportunity to make changes outside the It's Your Choice period if they have a life changing event. Employees who experience a life-changing event such as marriage, divorce, or birth/adoption of a child should

complete a Health Insurance change form within thirty (30) calendar days of the event and submit the form to Human Resources.

Employees who elected to not enroll in the Group Health Insurance program when it was initially offered and now want to enroll may not do so unless there is a “qualifying event.” An example of a qualifying event would be loss of other coverage due to divorce from or death of a spouse carrying the coverage. Employees will have a 30-calendar day enrollment period from the date of the qualifying event and must provide documentation of the loss of other coverage. For more information on “qualifying events,” please contact the Human Resources Department. If there is no qualifying event and an employee wishes to enroll in coverage, the employee will have to wait until the next annual enrollment period in October.

A retired employee may, at his/her option, continue to participate in the health insurance programs identified above. In addition, the City will make Medicaid and Medicare Supplement plans available to those employees qualified for Medicaid and/or Medicare; however, premiums for said insurance will be paid by the retiree. If a retired employee elects to discontinue participation in a health maintenance organization (HMO), the employee will not be allowed to reenroll at a later date.

## **REIMBURSEMENT FOR PAID HEALTH INSURANCE PREMIUMS TO QUALIFIED DOMESTIC PARTNERS**

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Effective January 1, 2018, the City shall reimburse employees for health insurance premiums paid for qualified domestic partners on the following basis:

1. To qualify for reimbursement for health insurance premiums paid by a domestic partner, the employee and partner shall be:
  - a. In a qualified domestic partnership prior to January 1, 2018, defined by the following:
    - i: In a relationship of mutual support, caring, and commitment, with the intention to remain in such a relationship in the immediate future; and
    - ii: Not related by blood closer than would bar marriage in the State of Wisconsin; and
    - iii: Not married or legally separated and, if either party has been a party to an action or proceeding for divorce or annulment, at least six (6) months have elapsed since the date of the judgment terminating the marriage; and
    - iv: Neither domestic partner is currently in a domestic partnership with a different partner and, if either partner has previously been a domestic partner in another domestic partnership, at least six (6) months have elapsed since the effective date of termination of that domestic partnership; and

- v: Eighteen (18) years of age or older; and
- vi: Competent to contract; and
- vii: Occupying the same dwelling unit as a single, nonprofit housekeeping unit, whose relationship is of permanent and distinct domestic character; and
- viii: Not in a relationship that is merely temporary, social, political, commercial, or economic in nature; and
- ix: Jointly responsible for each other's common welfare and share financial obligations which could be demonstrated upon request by providing proof of the existence of the following:
  - a. Designation of Domestic Partner as primary beneficiary in either the Employee's or the Employee's Domestic Partner's will, or life insurance, or retirement plan.

**OR**

- b. Two (2) of the following:
  - Joint mortgage or lease or other appropriate written evidence of common residence, such as joint utility bills;
  - Durable property or healthcare power of attorney;
  - Joint ownership of motor vehicle; and/or a
  - Joint checking or joint credit account

**2. Change in Domestic Partnership**

The employee agrees to notify the City of Madison Human Resources Department within thirty (30) days if any eligibility requirements listed above and certified by the employee on a form provided by the City are no longer satisfied which would make the Domestic Partner no longer eligible for the City of Madison Health Insurance Premium Reimbursement Plan.

**3. Acknowledgement**

An employee applying for this benefit shall certify the following:

- a. Their domestic partner does not have access to any employer sponsored health insurance program from another source where the employer would pay at least 50% of the premium cost. Any such access must be reported immediately and will serve to negate the employee's domestic partner's eligibility for this benefit.
- b. The benefits for their Domestic Partner using this registration will remain in effect as long as they remain an active City employee and continue to meet the health

- insurance eligibility requirements or until alternative health insurance coverage is again provided through the State of Wisconsin Group Insurance Board and that the percentage level of City contribution shall be consistent with that established for the employee.
- c. The filing of false, inaccurate, or misleading information, or the failure to correct any such information which may result in the reimbursement of unauthorized benefits, may subject the signing employee to discipline, and may result in other legal and/or financial penalties as provided by law.
  - d. The City of Madison retains the right to verify, at any time, any and/or all of the information set forth in the registration.
  - e. This registration affects only health insurance benefits. The sick leave, bereavement leave, and family medical leave benefits available to City employees registered with the Human Resources Department remain the same and are unaffected by this registration.
  - f. That it is the employee's responsibility to periodically (not more frequently than monthly) request said reimbursement through the appropriate form available from the Human Resources Department.
4. The City of Madison will reimburse qualifying employees for the amount of the premium paid by their qualified domestic partner, but no more than an amount equal to the difference between 88% of the average cost of the Tier 1 family health plans available in the Dane County service area through the group health insurance program and 88% of the average cost of the Tier 1 single plans available in the Dane County service area through the group health insurance program. Permanent part-time and hourly employees are eligible for this benefit based on the prorated share that the City pays for their health insurance premium. Reimbursements will be made on the City employee's payroll check and withholding will be taken for Medicare, Federal, and State tax purposes.

## DOMESTIC PARTNER/FAMILY PARTNER BENEFITS SUMMARIZED

The following table is designed to assist employees in determining whether certain City of Madison benefits apply to family partners and if so, to what extent the benefit applies:

City Benefit	Applicability to Family Partners	For more information
Sick Leave	Employees are allowed to use sick leave to take care of a family partner, and members of the family partner's family.	MGO 3.32(6)
Bereavement Leave	Employees receive up to 3 days without loss of pay in the case of death of a family partner, and members of the family partner's family as defined in MGO 3.32(13).	MGO 3.32(13)
Income Continuation Insurance (Wage Insurance)	Wage Insurance only covers lost wages of an employee.	
Flexible Spending Account	Flexible Spending Accounts cannot be used for medical expenses related to a domestic/family partner.	
Federal FMLA	Federal FMLA does not apply to the serious health condition of a domestic partner.	<a href="#">APM 2-21</a> defines coverage under the Federal FMLA
Wisconsin FMLA	Employees can request up to 2 weeks' unpaid leave to care for a family partner or parent of a family partner.	<a href="#">APM 2-21</a> defines coverage under the Wisconsin FMLA

## LIFE INSURANCE<sup>1</sup>

The City of Madison offers optional Group Term Life Insurance to employees who enroll within thirty (30) calendar days of their date of hire with the City. Employees have the option of purchasing coverage up to three times their annual salary. Employees may also purchase up to two (2) units of dependent coverage. Each unit of dependent coverage equates to \$10,000 of coverage on a spouse and \$5,000 for each dependent child to age 21 or age 25 if the dependent child is a full-time student. Coverage begins on the first of the month following thirty (30) days of employment. Employees who fail to enroll in life insurance within their initial 30-calendar enrollment period will later be required to go through underwriting to determine eligibility.

Life Insurance premiums are based on an employee's age and annual earnings. Employees who retire prior to age 65 may continue full coverage by paying the premium. After age 65, the coverage

<sup>1</sup> The Life Insurance and Wage Insurance are administered by The Hartford. As a benefit to all employees, regardless of enrollment in life or wage insurance, The Hartford offers a website, [www.hartfordlifeconversations.com](http://www.hartfordlifeconversations.com). This website can assist employees in estate planning, drafting a will, funeral planning, and provides other services.

is reduced to the basic amount and prorated so that by age 67, retirees have 25% of the basic coverage remaining and this continues for the rest of the retiree's life with no cost to them.

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## **INCOME CONTINUATION INSURANCE (WAGE INSURANCE)**

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The City of Madison offers optional Disability Income Continuation Insurance. Employees have a 31 calendar day initial enrollment period from date of hire with the City and coverage is effective the employee's first date of employment. Employees who fail to enroll in the initial enrollment period will be required to go through underwriting to determine eligibility. The Income Continuation Insurance benefit covers non-work-related injuries and illnesses preventing the employee from working. The Disability Income Continuation Insurance benefit insures employees up to 65% of the employee's regular salary less social security, retirement benefits, or benefits received under worker's compensation.

The Disability Income Continuation Insurance pays short and long-term benefits. Employees are eligible to receive short-term benefits for a period of up to three years as long as the employee is totally disabled from performing the tasks of the employee's occupation. Following the three years of short term benefits, if the employee is determined to be totally disabled from all occupations, long-term benefits are available until the employee's normal retirement date, if necessary. Under this policy, the normal retirement date is sixty-five (65) for employees other than police officers and fire fighters. Employees must exhaust all available sick leave before being eligible to receive benefits from the Disability Income Continuation Insurance program.

Disability Income Continuation Insurance premiums are based on a combination of salary and sick leave usage. Employees using less than three (3) days of sick leave during the tracking year will not have to pay any premium for Disability Income Continuation Insurance. Employees using between three (3) and seven (7) days of sick leave will pay a prorated premium amount. Employees with and who maintain 100+ accumulated sick days will not have to pay a premium, regardless of the amount of sick leave used in the tracking year.

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## **DENTAL INSURANCE**

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The City of Madison offers optional dental insurance. New employees have a 30-calendar day enrollment period from date of hire and coverage is effective the first of the month following thirty (30) days of employment with the City. The City does not contribute towards the premium for this benefit. The insurance plan offers three different levels of benefits, depending on whether people covered by the plan see a Preferred dentist, a Premier dentist, or a non-participating provider. Benefits levels are highest when seeing a Preferred dentist and lowest when seeing a non-participating provider.

Employees may sign up for dental insurance upon starting employment with the City or during the annual enrollment period. Employees enrolling in the dental insurance are committed to being covered for an entire calendar year. Employees who choose to discontinue dental insurance must fill out a form during the annual enrollment period indicating they wish to cancel coverage. Failure to do so will result in coverage being extended for another year and the employee will have to pay the premium.

Employees can choose from 4 levels of coverage: employee, employee/spouse, employee/children, and employee/family. The dental insurance also provides coverage for children up to age 26, similar to the health insurance. The monthly premium varies depending on the selected coverage. The dental insurance also includes a discount vision plan. Please see the Delta Dental website for more information and a list of providers in the area. [www.deltadentalwi.com](http://www.deltadentalwi.com)

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## **FLEXIBLE SPENDING ACCOUNTS**

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The City of Madison offers an optional Flexible Spending Accounts program administered by a Third Party Administrator (TPA). Employees can place pre-tax dollars in either or both of two separate accounts: Health Flexible Spending Account and Dependent Flexible Spending Account. Money in the Health Account can be used to reimburse participating employees for qualifying medical expenses such as prescriptions, dental services, insurance co-pays and deductibles, over-the-counter medicines, and other qualifying expenses. Money in the Dependent Account can be used to reimburse participating employees for daycare expenses, pre-school tuition, and other qualifying expenses. Money in flex spending accounts cannot be used for domestic partner expenses and can only be used on children who qualify as IRS tax dependents. Funds cannot be transferred from one account to the other. Employees who participate in the flexible spending will automatically have the money deducted from their paycheck and deposited into the respective account by payroll.

Employees sign up for flexible spending on a calendar year basis and must re-enroll annually. Employees must use the amount in their accounts in the calendar year in which the money is placed in the account or within a grace period (approximately 2.5 months) of the following calendar year. It otherwise cannot be rolled over from year to year. Money that is unused at the end of the calendar year or the grace period in the next calendar year will be lost. Employees can also sign up for Flexible Spending within the first thirty (30) days of employment and then coverage is effective the first day of employment.

For the Health Account, there is no minimum amount employees can contribute and a maximum of \$2,650 annually. For the Dependent Account, there is also no minimum amount employees can contribute and a maximum of \$2,500 for married individuals filing separately, and a maximum of \$5,000 otherwise.

Employees who incur qualifying expenses may use their benefits card for payment or must submit a Claim form to be reimbursed for the expenses, as well as a receipt documenting the expense. This form can be found on [EmployeeNet](#), at the City Human Resources Department, or on the ConnectYourCare website ([www.connectyourcare.com](http://www.connectyourcare.com)).

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## **457(B) DEFERRED COMPENSATION PLANS**

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The City of Madison offers employees the opportunity to participate in two 457(b) plans. One plan is administered by ICMA-RC and the other by The Capital Group at Lincoln Financial Advisors. Both plans offer a variety of investment options for employees. Employees may enroll in the 457(b) plans at any time during employment with the City. The City does not make matching contributions towards the 457(b) plans.

Enrollment and change forms can be found on [EmployeeNet](#) or at the City Human Resources Department. For more information regarding the 457(b) options, please contact the plans directly.

- ICMA-RC Client Services: 800-669-7400 [www.icmarc.org](http://www.icmarc.org)
- The Capital Group at Lincoln Financial Advisors: 800-967-2046 [www.abgil.com](http://www.abgil.com)

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## **LONG-TERM CARE INSURANCE**

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The Capital Group at Lincoln Financial Advisors offers long-term care insurance with a group rate discount for City of Madison employees. This insurance, underwritten by John Hancock, offers coverage for employees, spouses, parents, or other loved ones who may want insurance for long-term care. For more information regarding this benefit, please contact The Capital Group at Lincoln Financial Advisors, 800-967-2046.

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## **BUS PASS**

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Currently the City provides a free Unlimited Ride Pass program on Madison Metro for City employees. Employees must show their City of Madison Identification Card at the City Treasurer's office to receive their bus pass at no charge. The bus pass allows City employees to ride on Madison Metro anytime for free. If the City discontinues this program, the City offers a subsidy to encourage employees to use public transportation, as defined in MGO Sec. 3.54(28).

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## **CARS POOL FLEET**

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The City of Madison encourages employees to carpool or use public transportation to commute to work so that we can be effective caretakers of the environment. To this end, the City makes a pool of City vehicles available at a variety of locations throughout the City. Employees who may be required to travel during the course of the day may check out any available City vehicle for this travel, eliminating the need to use a personal vehicle to commute to work. Employees can use [EmployeeNet](#) to reserve a City vehicle as needed.

Employees who are required to use their personal vehicles for work purpose will be reimbursed in accordance with APM 1-5.

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## **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

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The City of Madison offers a free, confidential, voluntary Employee Assistance Program for employees and their family members. EAP offers 24-hour confidential and professional assistance to employees who may be facing personal situations or problems, which may be more than the employee can handle on his/her own. The issues brought up with EAP need not be work-related but may include any of the following, or more:

- Personal or job-related stress.
- Family or relationship problems.
- Financial concerns.
- Alcohol or drug abuse.
- Medical concerns.

- Grief.

EAP will listen to concerns and help individuals explore ways to solve their concerns. In some cases, EAP may refer contacting individuals to appropriate external resources. The City has two EAP Professionals on staff. The City also contracts with an external EAP provider, staffed with mental health professionals, who can provide 24 hours/7 days per week coverage, information, resource referral, problem assessment, and support.

EAP contacts are confidential with limited exceptions. For instance, if information disclosed concerns an unexpected, unusual, or suspicious death; a case of suspected abuse or neglect of a child; a threat to one's own life or the safety of another person; a threat to commit, or report of committing a serious crime; or a threat to public health or safety, the information may be released without authorization of the person contacting EAP to ensure safety.

To contact the City's EAP Office, individuals can call (608) 266-6561. To contact our external EAP, individuals can call (800) 236-7905. EAP Services are available at this number 24-hours a day, 7 days a week.

Departments also have EAP facilitators who can provide additional information regarding EAP services. APM 2-12 provides greater detail regarding the EAP program.

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## **CRITICAL INCIDENT STRESS MANAGEMENT (CISM)**

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The City of Madison provides Critical Incident Stress Management services for employees who experience events that are outside the range of their usual human experience and would have the potential to be markedly distressing for anyone. For instance, the serious injury or death of a co-worker, suicide or homicide of an employee, a bomb threat or terrorist attack, or incidents, which incur unusual media coverage, could all be considered critical incidents. Employees who are subject to a critical incident may participate in debriefing, while in paid status, to help work through the incident. The participation in debriefing, as well as the contents of the debriefing process, is confidential. APM 2-15 provides greater detail regarding the CISM program.

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## **FLEXIBLE WORK SCHEDULES**

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The City of Madison strives to be a family-friendly employer and recognizes that employees have a life outside the workplace. To be as accommodating as possible, the City offers employees the opportunity to work a flexible work schedule that is compatible with the needs of the respective department. Employees interested in working a flexible work schedule should consult with their direct supervisor and department head. Mayoral APM 2-35 provides greater detail regarding flexible work schedules and the process for requesting a flexible work schedule.

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## **TRAINING PROGRAM**

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The City of Madison recognizes that a well-educated workforce is the key to succeeding in today's fast-paced world. To meet this goal, the City has an extensive offering of internal training opportunities during normal work hours for employees to continue their career development, most at little or no cost to the employee.

Employees may also request training opportunities put on by external vendors. For instance, professional conferences, conventions, and meetings may be valuable experiences for employees seeking to remain current in developments occurring within their respective field.

The Employee Development and Organizational Effectiveness (EDOE) Office maintains a training record for all City employees. Employees who attend training should inform the EDOE Office to ensure the training record is updated.

Mayoral APM 2-10 provides greater detail regarding training opportunities. In addition, employees can find training opportunities posted on the EDOE Office website through [EmployeeNet](#).

## Appeal Procedures

### GRIEVANCE AND ARBITRATION

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Employees may file grievances using the following procedure regarding the general interpretation, application, compliance with, or enforcement of City of Madison ordinances §3.32 and §3.54 or this handbook. However, matters covered under the City's Personnel Rules or a valid labor contract shall be subject to the appeals and grievance procedures contained therein, unless otherwise specified.

### GRIEVANCE PROCEDURE

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Grievances shall proceed in compliance with the time limits and procedures outlined below:

1. Employee representatives may confer with employer representatives on grievances filed pursuant to this section without loss of pay. However, the number of such employee representatives shall be limited to one (1) at Step One and two (2) at Step Two unless another number is mutually agreed upon by the parties.
2. All grievances must be submitted in writing within thirty (30) days of the event giving rise to the grievance, or within thirty (30) days of the time the employee knew, or should have known, about the event giving rise to the grievance with the exercise of reasonable diligence, but in no event more than ninety (90) days from the date of the occurrence; otherwise the right to file a grievance is forfeited and no grievance is deemed to exist.
3. Time limits set forth in the grievance procedure, with the exception of the initial time limit for filing a grievance, shall be exclusive of Saturdays, Sundays and Holidays. Time limits for processing grievances from one step to another in the procedure may be extended by mutual agreement of the parties.
4. All grievances shall be subject to the following procedures.

### The following steps shall apply to all grievances:

#### Step One:

The grievance shall be reduced to writing and presented to the employee's immediate supervisor on the approved form with a copy sent to the Employee and Labor Relations Manager. Within ten (10) days of receipt of the grievance, the supervisor shall meet with the grievant(s) and the

employee's representative to discuss the grievance. Within five (5) days following the date of this meeting, the supervisor shall furnish the employee with a written answer to the grievance, a copy of which shall be forwarded to the designated employee representative and the Employee and Labor Relations Manager.

#### Step Two:

The grievance shall be considered settled in Step One unless within five (5) days after the immediate supervisor's written answer is due, the grievance is again reduced to writing and presented to the Department/Division Head with a copy sent to the Employee and Labor Relations Manager. The Department/Division Head, or his/her designee, shall, within ten (10) days of receipt of the grievance, confer with the employee and employee's representative before making his/her determination. Within five (5) days following the date of this meeting, the Department/Division Head shall furnish the employee with a written answer to the grievance, a copy of which shall be forwarded to the designated employee representative and the Employee and Labor Relations Manager.

#### Step Three:

If the grievance is not settled at Step Two or if any grievance filed by the City cannot be satisfactorily resolved by conference with appropriate representatives of the employee, the parties may elect to proceed to mediation. If either party objects to mediation, the parties will proceed directly to arbitration.

### **Mediation**

The purpose of mediation is to act as a means for the parties to communicate constructively, with the assistance of the mediator, on the issue(s) being disputed with a goal of resolving the issue using consensus based problem solving. For grievances proceeding to mediation the following procedures apply:

1. Within fifteen (15) days of the receipt of the Department/Division Head's decision at Step Two, any party wishing to pursue the grievance past Step Two can send a written "Request to Initiate Mediation" to the other party.
2. Within ten (10) days of the receipt of the "Request to Initiate Mediation," the City and the employee representative will endeavor to reach mutual agreement on a mediator. The mediator may come from the list of mediators supplied by the Wisconsin Employment Relations Commission or the Federal Mediation and Conciliation Service.
3. If no agreement is reached on a mediator, the parties by lot will select five (5) names from the mediator panel. The parties shall alternately eliminate names until the mediator is selected. The flip of a coin shall determine which party is to eliminate the first name. The parties shall immediately contact the selected person to ascertain the person's availability and willingness to undertake the mediation and shall notify the parties of acceptance. In the event of non-acceptance, the selection process will be repeated until a mediator is selected.
4. Each of the parties shall select their respective representative(s) to attend the mediation. Employee participants may have the grievant and two (2) employee representatives attend

- the mediation without loss of pay. Representatives must have the necessary authority to settle the grievance.
5. The procedure at the mediation will be determined by the mediator after consultation with the representatives.
  6. No later than ten (10) days before the mediation, each party will notify the other party of the name(s) of those people who will appear at mediation, including that party's representative(s) and any other individuals it deems necessary to resolve the dispute.
  7. No later than ten (10) days before the mediation, each party will simultaneously exchange with the other party, and send to the mediator:
    - a. A summary of each party's position in the dispute and the relief requested, said summary to be no longer than 10 pages;
    - b. Copies of all documents each party refers to in its summary.
  8. To facilitate a successful resolution of the grievance at mediation, all parties agree, and understand, that mediation discussions are for the purpose of reaching a mutually acceptable resolution of the grievance. Accordingly, all parties agree that mediation discussions are confidential and may not be used by any party, in any way, at any subsequent arbitration. Further, all parties understand that they may not call the mediator as a witness in any subsequent arbitration. Notwithstanding the foregoing, nothing shall prevent any party from introducing documents at any subsequent arbitration that were utilized at mediation provided that the documents were not created during the mediation.
  9. No formal record or transcript of the mediation will be made.
  10. Payment of the mediator's fees and other reasonable expenses will be split equally between the parties to the mediation.

### **Final and Binding Arbitration**

For grievances proceeding to final and binding arbitration, the following procedures apply:

1. Within fifteen (15) days after the close of mediation, if the parties were unable to settle the matter at mediation, any party may file a written notice of the intent to proceed to arbitration with the other party. The notice shall identify the applicable handbook or policy provision, the grievance(s), the Department and the employee involved. If notice is not filed within fifteen (15) days, the matter is deemed settled at Step Two.
2. If the parties cannot agree on an arbitrator, either party may request that the Wisconsin Employment Relations Commission (WERC) or Federal Mediation and Conciliation Service (FMCS) submit a list of five (5) arbitrators to both parties. Within five (5) days of the receipt of the WERC's or FMCS' list, either party may notify the WERC/FMCS, and the other party, of their intent to reject the entire WERC/FMCS list. The WERC/FMCS shall submit a new list which shall not duplicate the original list. The option to reject a list may only be exercised by each party once per grievance.
3. If no agreement is reached on an arbitrator, the parties by lot will select five (5) names from the arbitrator panel. The parties shall alternately eliminate names until the arbitrator is selected. The flip of a coin shall determine which party is to eliminate the first name. The parties shall immediately contact the selected person to ascertain the person's availability and willingness to undertake the arbitration and shall notify the parties of acceptance. In the event of non-acceptance, the selection process will be repeated until an arbitrator is selected.

4. An arbitrator must be picked and the arbitration must be scheduled within six (6) months from the date the last panel was submitted to the parties or the grievance shall be moot. This provision shall not be construed to mean that the arbitration hearing must take place within six (6) months, only that it be scheduled within six (6) months.

## Hearing

The hearing shall be held in Madison, Wisconsin at a time and place convenient to the parties at the earliest possible date after the arbitrator has been notified of their selection.

The grievant(s) and not more than two (2) employee representatives may be present at the hearing without loss of regular wages if the hearing is scheduled during their regularly scheduled workday. Not more than five (5) employees called by the employee or employee's representative as witnesses may appear at the hearing without loss of regular wages if the hearing is scheduled during the employees' regularly scheduled workday. Employees who appear as witnesses during their regularly scheduled workday and do not testify at the hearing will not receive their regular wages unless the matter is settled during the course of the hearing.

The arbitrator shall have the authority to administer oaths and to 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. Any party requesting a subpoena will be responsible for the fees associated with the subpoena. All testimony shall be taken under oath and shall be recorded stenographically or by a recording machine under the supervision and control of the arbitrator. The arbitrator shall take such evidence, as in his/her judgment is appropriate, for the disposition of the issue(s) presented. Statements of position may be made by the parties, documents may be submitted into evidence and witnesses may be called to testify.

The arbitrator shall have the initial authority to determine whether or not the dispute is procedurally arbitrable under this ordinance. If the dispute is procedurally arbitrable, the arbitrator shall proceed with the hearing and determine the merits of the dispute in accordance with this ordinance and the applicable sections of Chapter 788 of the Wisconsin Statutes. If the Wisconsin Statutes and City of Madison Ordinances are in conflict regarding any procedure for arbitration, the Wisconsin Statutes shall control.

In making his/her decision, the arbitrator shall neither add to, detract from, nor modify the language in any ordinance, personnel rule or work rule in arriving at a determination of the issue(s) presented. The arbitrator shall have no authority to change wage rates or salary schedules.

The arbitrator shall only decide the issue(s) submitted by the parties for arbitration and shall have no authority to determine any other issue. The arbitrator shall not submit observations or make declarations of opinion on matters that are not directly essential in reaching a determination of the issue(s) presented.

Fees and expenses for the arbitrator's services shall be borne equally by both parties.

## **Decision**

The arbitrator shall submit his or her decision affirming or reversing the action with his/her reasons in writing to the parties within sixty (60) calendar days of the close of the hearing or the submission of the parties' briefs, whichever is later. No decision may be retroactive for a period greater than thirty (30) days prior to the presentation of the grievance in Step One. The decision of the arbitrator is final and binding without recourse to further appeal.

## **Health and Safety, Discipline and Discharge**

Employees may appeal matters pertaining to health and safety, discipline and discharge using the procedure outlined in the City Personnel Rules adopted pursuant to Sec. 3.53, MGO.

## Appendix A: Annual “Meet and Confer” Process

The City of Madison (Human Resources Office of Labor Relations) shall meet with employee compensation group representatives on an annual basis for the purpose of addressing any issues, concerns or ideas related to wages, benefits and the Employee Benefits Handbook for Municipal Employees. Initial presentations of matters to be addressed shall be held each spring. From there, the Office of Labor Relations and Employee Representatives will establish a schedule to “meet and confer” in the months of May, June, July and August to discuss the merits of matters of concern with the expectation that matters will be reduced to writing, and presented for the City’s consideration, and possible action, for the upcoming budget year no later than June 15. All “meet and confer” discussions shall be conducted through the Office of Labor Relations, which by Madison General Ordinance represents the Mayor. In situations in which there is not an initial agreement among the parties, both parties will continue to “meet and confer” using interest based problem solving, and may utilize the Federal Mediation and Conciliation Service (FMCS), or another acceptable mediation service, with the hope of reaching a mutually agreeable resolution to be presented to the Mayor by August 15.

If mutual agreement cannot be reached by August 15, Employee Representatives may request that any unresolved matters, which are within the jurisdiction of the CER to hear under §33.10 MGO, be placed on the September agenda of the Committee on Employee Relations (CER) for discussion and possible resolution. During such time, the Office of Labor Relation and the Employee Representatives shall be allowed to present position papers with relevant information/evidence to support their respective stances on unresolved matters. The Office of Labor Relations and the Employee Representative groups will exchange their position papers one week prior to meeting with the CER. Subsequently, the CER will issue a decision on all unresolved matters within its jurisdiction prior to the publication of the Mayor’s final operating budget.

### Tentative Timeline

#### **Where both parties are in agreement:**

- May 1: Initial Meet and Confer Discussions – Identification of Topics for consideration
- June 15: All matters of concern are to be reduced to writing and presented by either the Office of Labor Relations or Employee Representatives
- August 15: Mutually agreed upon items are presented to the Mayor

#### **Where there is disagreement:**

- Late June: Meet and Confer sessions continue with the assistance FMCS or another acceptable mediation service.
- September: Position papers are exchanged between the Office of Labor Relations and the Employee Representatives and forwarded to members of the CER.
- September: CER meeting to address unresolved issues within its jurisdiction.
- September: CER to issue decisions on unresolved matters within its jurisdiction.