Personnel Rules

City of Madison, Wisconsin

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1. INTRODUCTION

These rules are provided as the general guide to the administration of the City of Madison's Civil Service System.

The rules contained herein are developed by the Human Resources Director or designee, in cooperation with employee representatives, reviewed and recommended by the Personnel Board and approved by the Common Council. The provisions of all rules must be consistent with the provisions of the Madison General Ordinances (MGO). The rules pertain to the following matters:

1. The classification of all positions in the Civil Service on the basis of duties and qualifications.
2. The selection, employment, training, probation, promotion, suspension, demotion, layoff, and discharge of all persons in the civil service.
3. The establishment of standards for and the holding of examinations to test the relative capacity and fitness of persons to discharge the duties of the position to which appointments are sought.
4. The nature, use, and duration of eligible lists.
5. Rules for the conduct of disciplinary hearings by an Appeal Examiner and the conduct of appeals by the Personnel Board.

Where there exists a conflict between these Personnel Rules and the terms and conditions of any duly authorized labor contract or the Employee Benefits Handbook for General Municipal Employees, the terms of the labor contract or the Employee Benefits Handbook for General Municipal Employees control. Where Human Resources Director is referred to in this document, the acting authority may be either the Human Resources Director or an appointed designee.

2. PERSONNEL BOARD

A. Composition

The Personnel Board consists of five (5) members appointed by the Mayor, subject to confirmation by a majority of the members of the Common Council. No person appointed to the Board may hold any office or employment in City government. Members of the Board must be qualified electors of the City of Madison and serve without compensation. The members of the Board are also individuals who understand the need for and have knowledge of the merit system, and include at least one (1) member who is a representative of organized labor, provided that the representative of organized labor is not directly affiliated with any labor organization which has a contract with the City.

B. Appointment and Term

Members of the Board serve three (3)-year terms so that each year, there is a potential vacancy on the Board. Upon expiration of the term, the Mayor may

reappoint a Personnel Board member subject to confirmation by a majority of the members of the Common Council. The Board elects a member to serve as Chair of the Board who is a voting member of the Board in all matters. If the Chair is absent for a meeting, the Board will appoint a member to fill in as Acting Chair for the duration of the meeting. Vacancies are filled by appointment in the original manner for the unexpired term. Each member of the Board serves until a successor is appointed and confirmed.

C. Duties

The Personnel Board is authorized by the Madison General Ordinance to review and recommend rules for administration of the City of Madison Civil Service System.

D. Appeals

The Board hears appeals in any matter authorized pursuant to these Rules in accordance with the appeal procedures set forth herein; provided, however, that there will~~shall~~ be no appeal to the Board in any matter which is grieved or grievable under the Employee Benefits Handbook for General Municipal Employees or a labor agreement with the City.

E. Quorum

In dealing with matters relating to items 1-4 in the Introduction above, a three-person panel of the Board will be considered a quorum for decision-making purposes. However, if the issue concerns an appeal of a disciplinary hearing or changes to these Rules, a full Board must be present to make decisions. A full Board is defined as all sitting members of the Board at a given point in time.

F. Rules and Procedures

The Board shall develop and use a set of Rules and Procedures to govern itself and conduct its business. The Rules and Procedures will include the requirement of an Annual Organizational meeting each year. At its Annual Organizational meeting, the Board will elect a Chair and Vice-Chair. The Board will also approve or modify the meeting schedule (frequency, times, length, dates) provided by the Human Resources Services Manager which is based on the legislative calendar, and will designate whether meetings for the year will be conducted virtually or in person. The Board will make any updates to its Rules and Procedures at its Annual Organizational Meeting, as it deems necessary or appropriate.

3. APPOINTMENT TO POSITIONS IN CITY GOVERNMENT

A. Budgetary Requirements

The system of record for all budgeted positions at the City of Madison is Tyler MUNIS. Individual employee a~~A~~ppointments to permanent or limited-term positions generally require the existence of a budgeted, vacant position in MUNIS except under the provisions defined below:

1. Double-Fill

A double-fill occurs when two persons are appointed to one permanent, budgeted position. The Human Resources Director, with the approval of the Mayor, and of the Common Council if the term of appointment is more than ~~thirty~~ ninety (~~30~~90) business days, is authorized to double-fill any position. If a position is ~~being~~ double-filled due to the retirement of an employee who is using leave to extend the retirement date, and the length of the double-fill is greater than ~~30~~90 days~~;~~, such double-fill approvals may be directly authorized by the Human Resources Director without Common Council approval, provided the double-fill begins no earlier than ~~30~~90 business days before the retiring employee's last day worked. Two employees can only double-fill in a position in the same classification.

2. Under-Fill or Lateral-Fill

An under-fill occurs when a person is appointed to a position in a classification with a salary range maximum ~~lower~~ less than the classification authorized in the budget. A lateral-fill occurs when a person is appointed to a position in a classification with a salary range maximum at the same level as authorized in the budget. Positions may be under-filled or lateral-filled without limitation and for an indefinite period of time. ~~Incumbent~~Employees in under-filled positions cannot assume that they will be moved to the budgeted level at a future date. As an example, these situations may occur when a hiring manager wants to flexibly adjust the position to allow incoming talent to grow into a higher level position over time.

3. Over-Fill

An over-fill occurs when a person is appointed to a position in a classification with a salary range maximum ~~higher~~ greater than the classification authorized in the budget. The Human Resources Director, with the approval of the Mayor, and of the Common Council if the term of appointment is more than thirty (30) business days, is authorized to over-fill any position.

4. Authorized Administrative Adjustments

At the discretion of the Human Resources Director and Finance Director, and with the delegated authority of the Common Council, agencies may be provided approval for position modifications and/or reallocations if those changes fall within the following parameters:

a. The positions are within the same compensation groups.
b. There is no creation of new classification required.
c. The modifications result in less than a total of $25,000 change in existing funding.
d. There is less than a .2 increase in FTE, no change in FTE, or a reduction of FTE.

B. Types of Positions

Every employee in City government willshall be appointed to a position. The Human Resources Director will ensure that each position meets the definition of one of the appointment types listed below:

1. Permanent Position

A budgeted full-time or part-time position identified in the Classification Plan, of indefinite duration requiring continuous performance of a set of functions anticipated to last more than four (4) years for at least fifty percent (50%) of a regularly established full-time work week.

No permanent full-time City employee willshall be permitted to hold more than one position in the City service except as approved by the Mayor.

2. Limited Term Position (LTE)

A budgeted part-time or full-time position which requires continuous employment for at least fifty percent (50%) of the regularly established full-time work week for the duration of a project or combination of projects which are anticipated to last less than four (4) years.

3. Hourly Position

A part-time or full-time position which requires work of a short-term, peak work load, or other non-permanent nature that would 1) require less than two years of half-time or more employment, or 2) require less than half-time employment on a continuous basis. These positions are budgeted based on total hours of work needed.

4. Seasonal Position

A non-budgeted position generally working full-time hours and generally lasting less than ~~six~~ eight (~~6~~8) months in duration.

5. Stagehand Position

A position filled by members of IATSE (International Alliance of Theatrical Stage Employees) on an as-needed basis.

6. Apprenticeship

Apprenticeships are permanent positions hired with a Trainee designation, which have some portion of their hours, salary or benefits budgeted to include a structured learning program.

C. Types of Appointments

Every employee in City government will~~shall~~ be appointed to a position. The Human Resources Director will ensure that each appointment meets the definition of one of the appointment types listed below:

1. Civil Service ~~or~~ (Permanent) Appointment

An appointment to a budgeted full-time or part-time permanent position as defined in B. above. All civil service or permanent appointments are made using the selection procedures outlined herein.

2. Non-Civil Service Appointment

An appointment made to fill a position in Compensation Group 19 or 21, or any other excluded Compensation Groups. Positions in Compensation Group 21 are filled using the selection procedures outlined in these rules, except for positions governed by the Police and Fire Commission or other Boards/Commissions as defined by Ordinance.

3. Limited Term Appointment

An appointment to a budgeted limited term position expected to last less than four (4) years. An appointment of this type will normally be made using the selection procedures outlined herein.

~~4. Emergency Appointment~~

~~An appointment to a permanent, LTE, or hourly/seasonal position for a period not exceeding thirty (30) business days for which the need could not have been anticipated. Emergency appointments may be made without using the selection procedures outlined herein.~~

~~5.~~4. Provisional Appointment

A temporary appointment to a position without using civil service procedures. Provisional appointments generally last for a period up to six (6) months, but may be extended at the request of the Human Resources Director or designee, with the approval of the Common Council for Compensation Group 21 positions. The Human Resources Director may approve provisional appointments on a limited basis while a position is being studied, in an emergency situation, during the leave of absence of a permanent employee, or while the Human Resources Department is actively working to fill a permanent position, and provisional appointments may be made without using the selection process outlined herein.

~~6.~~5. Acting Appointment

An appointment to a position which is made to fill a vacancy directly or indirectly created ~~under circumstances~~ when an employee holding a permanent position ~~shall have~~has ~~secured a~~an approved leave of absence of at least six (6) months duration and/or in the event that such employee ~~shall have~~ has been absent because of illness or injury for thirty (30) calendar days and it is reasonable to expect such employee will not return for an additional one hundred fifty (150) calendar days. Such vacancies ~~shall~~ will be filled in the same manner as permanent position vacancies, but with notice that the appointment is an acting appointment. Subject to the limits of this section, employees filling such vacancies ~~shall~~ will in all ways be treated as other selected employees except that such employees ~~shall~~ will have the designation Acting added to the job title. The probation or trial period begins immediately upon commencement of the acting appointment. ~~Should~~ If the employee holding permanent status in the position returns to work in that position, the Acting employee ~~shall~~ will return to the position ~~s/he~~they~~they~~ held prior to the acting appointment, and pay and other benefits to that employee ~~shall~~ will be as though no promotion to an acting appointment had occurred. ~~In the event that it is determined by~~If the Human Resources Director determines that the permanent employee will not return, the acting appointment will automatically become a permanent appointment, the employee will not have to serve an additional probation or trial period, and the employee's anniversary date will be considered the date the acting appointment commenced (unless the employee has not completed the original probation or trial period; in that case the employee must complete the probation or trial period before becoming permanent in the position.).

~~7.~~6. Hourly/Seasonal Appointment

An appointment made to fill an hourly or seasonal position. Such appointments may or may not be made using the selection processes outlined herein. The Human Resources Director, or designee, is authorized to determine whether the selection processes should be used.

~~8.~~7. Stagehand Appointment

An appointment made to fill a stagehand position.

~~9.~~8. Exceptions

Appointments under the foregoing definitions ~~shall~~ will be subject to the provisions of this section so far as practicable, but to the extent the Board finds it necessary to permit variances to meet temporary or recurring difficulties, it may establish temporary exceptions, provided that such exceptions ~~shall~~ will be based on the principles of merit. Repeated exceptions will cause the Board to review whether these rules need to be changed to adapt to changed circumstances.

4. CLASSIFICATION POLICIES AND PROCEDURES

The City of Madison strives to create and maintain an equitable classification and compensation plan that is routinely reviewed for efficiencies and innovations. The classification process is the method by which positions in City government are studied and, based on that study, assigned to classifications and salary ranges within the City's Classification and Compensation Plans. The classification process generally includes job analysis that leads to initial classification of a position, maintenance of the Classification and Compensation Plans, classification studies/surveys, position studies and trainee designations. The Human Resources Department will be responsible for maintaining the Classification and Compensation Plans in accordance with the policy and procedures outlined below.

A. Policy

1. The City recognizes the importance of a well-maintained Classification Plan and Compensation Plan in attracting the best qualified candidates for employment.
2. The City understands that without a well-defined method for classifying positions and moving positions and/or classifications within the Classification and/or Compensation Plans, retention of talented employees may be negatively impacted.
3. To this end, the City recognizes the importance of accurately describing the essential functions of a position for the following reasons:
   a. This allows for appropriate classification based on other positions within the same and other classifications that have similar duties or

level of responsibility and allows the City to ensure this is a streamlined classification system that ensures new classifications are created only when absolutely required due to the unique functions of the position~~;~~. When a new classification is created, the City will meet and confer with any impacted Employee Associations if the position is not recreated in the same representation group.

b. This allows the City to compare its positions with positions of a similar nature internally, with other public sector employers, and/or with employers in other industries to ensure wages are appropriate;
c. This allows the City to recruit qualified candidates for employment as the City will continue to remain competitive with its wages;
d. Focusing on appropriate and consistent methods for classifying and assigning positions to salary ranges will increase current employee retention as employees will understand that the City strives to remain competitive with other employers.

B. Procedures

1. Initial Classification

Based upon a comprehensive job analysis of duties and responsibilities, as well as required knowledge, skills, abilities, educational requirements, training requirements, necessary experience, and special qualifications, each position is assigned to a classification. If an appropriate classification does not exist within the Classification Plan, the Human Resources Director or designee will create a new classification, notify the employee/ association representatives, where applicable, and submit it for Board recommendation and final approval by the Common Council. The title of a classification ~~shall~~ will be the official title for every position allocated to that classification.

2. Development and Maintenance of the Classification and Compensation Plans

The Classification and Compensation Plans ~~shall~~ will be developed and maintained by the Human Resources Director or designee with the recommendation of the Board and final approval by the Common Council. Each permanent classification will have a classification specification detailing the general duties and responsibilities performed by the position or positions within the classification, as well as the knowledge, skills, abilities, training requirements, and special qualifications necessary to perform the duties of the position. A classification or group of classifications ~~shall~~ will be allocated to an appropriate salary range within the Compensation Plan. Recommendations on revisions to the plan ~~shall~~

will be formulated by the Human Resources Director or designee and submitted for Board consideration and Common Council approval.

a. Classification Specification Modification: In instances where a classification specification is not adequately descriptive of the current duties and responsibilities or the knowledge, skills, and abilities or training requirements of a position, the classification specification may be modified by the Human Resources Director or designee without Personnel Board or Common Council approval, provided such change does not result in a change of salary range.

b. Classification Study/Survey: The Human Resources Director or designee may initiate a study or survey of an existing classification or a group of classifications ~~to determine whether said classifications are assigned to the appropriate salary range in the Compensation Plan~~for any reason deemed necessary. The study may include an analysis of positions in the classification(s), comparison of existing levels of essential duties and responsibilities, internal comparison of wages, external wage surveys, or other means necessary to determine appropriate placement within the Compensation Plan.

c. Classification Plan Modifications: Modifications to the current Classification Plan may occur for the following reasons:
   i. The essential duties and responsibilities of the position or positions within the classification(s) have undergone significant material changes;
   ii. The existing classification(s) is/are inappropriately compensated;
   iii. An error was made in the original placement of a classification within the Classification Plan;
   iv. The classification specification no longer accurately identifies the required knowledge, skills, abilities, ~~,~~ and/or special qualifications necessary for a position;
   v. The establishment of career ladders;
   vi. The inclusion and/or exclusion of positions;
   vii. To address issues with retention of employees or movement between classifications.
   viii. To address innovations or inconsistencies found in past ways of doing work.

d. Salary Adjustments after Modification: Modifications resulting in a change to the Classification Plan for filled positions may result in the following salary adjustments in the following situations:
   i. Reassignment of a classification to a higher salary range where duties and responsibilities have undergone significant material changes: If the ~~incumbent~~employee(s) meet(s) the minimum necessary qualifications for the new

classification, the ~~incumbent~~employee(s) will be reallocated to the new classification and will not be required to serve a trial period. The current ~~incumbent~~employee(s) may be placed at the step in the salary schedule closest to the ~~incumbent~~employee(s) salary prior to the movement, but not exceeding the maximum of the new salary range, and that, where possible, ensures at least a 5% increase in pay, and a new anniversary date will~~shall~~ be established. The increase will be retroactive to the first pay period following receipt of the study in Human Resources. The ~~incumbent~~employee(s) ~~shall~~ will move to the next higher step, where applicable, following six (6) months of service, and annually thereafter until the maximum step is reached.

If the ~~incumbent~~employee(s) do/does not meet the minimum necessary qualifications for the new classification, the ~~incumbent~~employee(s) will have six (6) months in which to obtain the qualifications (or an alternately agreed upon timeline suitable for meeting the ongoing service needs of the City) or the ~~incumbent~~employee(s) will be subject to the layoff procedures in the applicable labor contract or as described herein.

ii. Reassignment of a classification to a higher salary range where the duties and responsibilities have not undergone a substantial material change: ~~Incumbent~~Employees in the respective positions ~~shall~~will retain the same salary step and anniversary date in the new range. The increase will be retroactive to the first pay period following receipt of the study in Human Resources.

iii. Reassignment of a classification to a lower salary range: When an ~~incumbent~~employee's salary is greater than the maximum of the new salary range, the salary ~~shall~~will be "red circled." When an ~~incumbent~~employee's salary is less than or equal to the maximum of the new salary range, the ~~incumbent~~employee will be placed at the step closest to ~~his/her~~their ~~their~~ current salary, but without loss of pay, and with no change in anniversary date.

e. Personnel Board Action: Modification resulting in a change to the Classification Plan (e.g.: a change in salary range, classification title change, etc.) ~~shall~~ will be recommended by the Human Resources Director or designee to seek approval by the Board and Common Council. Agency~~Department~~ heads and affected employees will be informed of any action resulting in a change to the Classification Plan, including the reason for such change, prior to the change being presented to the Personnel Board.

3. Position Studies

When there are changes in the duties and responsibilities of an existing position, a ~~job analy~~position study~~sis~~ may be conducted to determine if the position is classified appropriately. The Human Resources Department is responsible for sharing updates to the position study process with employees and supervisors regularly throughout the process.

a. Submitting a Study Request: A study request may be submitted to the Human Resources Director or designee in one of the following ways:

i. The first-line supervisor or above may request that a position be studied for appropriate classification. For each position study request, the most recent employee check-in documents, the individual and/or agency work plan, and standard operating procedure documentation may be requested to support determination. The minimum required documentation includes:

(a) the position description that the employee(s) have been working under, signed and dated by the supervisor and employee(s);

(b) an updated position description reflecting the new position duties/responsibilities, signed and dated by the supervisor and employee(s); and

(c) Classification Change Worksheet, including the date upon which the employee(s) requested that the supervisor review the level of the position. The inclusion of a supervisor signature is not required to initiate a study request with HR. However, it is in the employee's best interest to have the Classification Change Worksheet signed by the Supervisor.~~.~~

ii. If the ~~incumbent~~employee of a position requests, in writing, that ~~her/his~~their supervisor review the level of the position and the supervisor takes no action within 30 calendar days or denies the request, the ~~incumbent~~employee may request that the position be studied by HR for appropriate classification. The minimum required documentation includes:

(a) the position description that the employee(s) have been working under, signed and dated by the supervisor and employee(s);

(b) an updated position description reflecting the new position duties/responsibilities, signed and dated by the supervisor and employee(s); and

(c) Classification Change Worksheet, including the date upon which the employee(s) requested that the supervisor review the level of the position.

b. If a position has been studied within the previous three (3) years, unless there has been a significant material change (e.g. a shift in responsibilities or requirements which substantially change the nature or function of the work performed) in the position's duties and responsibilities, the study request may be denied without further review.

c. Human Resources Analysis of the Study Request: Once a study request is received, the Human Resources Department will conduct a job analysis to determine the position's appropriate classification. Although the outcome of a study request may affect an employee's salary, it is important to remember that the position, and not the employee, is being studied. **Factors such as the employee's current pay rate, length of service, quantity of work, special training not related to the position, longevity, or performance are not factors that should affect judgments about the classification of the position.** ~~Similarly, quantity of work performed is not a factor unless the quantity is such that it affects the complexity or responsibility level of the position.~~ Study of a position by the Human Resources Director or designee will include these steps:

i. Determine the actual essential duties and responsibilities currently assigned to the position. This should be accomplished by first ensuring that the updated position description accurately reflects the position's duties and responsibilities. This will often require a meeting with the supervisor(s) and affected employee(s). If discrepancies exist, the Human Resources Director or designee will resolve these discrepancies prior to accepting the final updated position description.

ii. Determine the appropriate classification. Positions routinely require performance of duties that are also performed by employees in different classifications in different salary ranges. In order to determine the appropriate classification, the duties and responsibilities of the position under review will be compared to the positions currently included in the same classification and salary range as well as other positions in proposed or related classifications and salary ranges. Considerations include but are not limited to:

(a) Technical knowledge;
(b) Specialized knowledge;
(c) Specialized training related to the position;

(d) Supervisory role and responsibility including number of employees and complexity of oversight;
(e) Managerial role and responsibility including number of employees and complexity of oversight;
(f) Budgetary authority;
(g) Programmatic authority;
(h) Decisional impact;
(i) Policy development;
(j) Policy interpretation;
(k) Autonomy;
(l) Required level of education;
(m) Required licenses/certifications;
(n) Required years of experience;
(o) Physical and mental demands of the position;
(p) Physical environment in which the position functions, including any hazardous conditions present;
(q) Compensation level of the position as compared to the relevant labor market.

It should be noted that number of employees supervised, in and of itself, does not justify reassignment to a different classification or pay range.

iii. Determine the nature of the changes that have occurred in the position duties and responsibilities: Changes in the essential duties and responsibilities of a position may result in reclassification or reallocation to a higher or lower salary range, a change in classification title only, or may result in no change at all. In order for changes to affect the level of the classification, the changes must be significant in relation to the current classification. Once it has been determined that changes have occurred and the changes are significant in relation to the classification, the following questions must be answered:

(a) Were the changes logical? Logical changes are changes that are reasonably related to the previous duties or responsibilities of the position when the position was initially classified. ~~A change that would affect the union representation status of a position will not be considered logical.~~
(b) Were the changes gradual? Gradual changes occur over a period of time greater than six months, represent less than one quarter of the duties of a position, and generally have been documented by updated position descriptions. Changes that occur abruptly as a result of reorganization, changes in equipment, or reassignment, and which represent

more than one quarter of the essential duties associated with a position are not considered gradual.

iv. Determine the appropriate action (reclassification, denial, create new classification ~~or reallocation~~): Once the classification study is complete, the position is placed within the classification and salary range that best reflects the majority of the duties performed by the position. It is then necessary to determine what happens to the ~~incumbent~~employee if the position is ~~encumbered~~filled. This is done using the determination of whether the changes to a position were logical and/or gradual.

v. If the position is reclassified into a new representation group, the position will be posted ~~for~~to fill rather than automatically reallocating the employee to the reclassified position;~~,~~ unless agreement to reallocate the employee is reached ~~with~~between the Union or Employee Association, the City, and employee~~, to reallocate the employee~~.

(a) Logical and gradual: If the changes in the duties and responsibilities were both logical and gradual, the position should be reclassified~~. Whenever a position is reclassified~~, and the ~~incumbent~~employee is reallocated to the new classification.

(b) Logical not gradual: If the changes in the duties and responsibilities were logical but fail to meet the criteria for gradual, the position should be reclassified. In this situation the ~~incumbent~~employee is reallocated to the new classification unless:

i. The ~~incumbent~~employee has not obtained the specified training, education, and/or experience required by the classification. In this case, the position will not be immediately reclassified. Rather, the ~~incumbent~~employee will be given six (6) months to achieve the minimum necessary qualifications for the new classification. If the ~~incumbent~~employee does so, the position will be reclassified at that time, and the ~~incumbent~~employee will be reallocated to the new classification. If the ~~incumbent~~employee fails to achieve the minimum necessary qualifications in six (6) months, absent extenuating circumstances, the position will be reclassified and filled in a competitive process and the

~~incumbent~~employee will be subject to the layoff procedures in the applicable labor contract or as described in Chapter 8 of this document.

ii. The ~~incumbent~~employee has not performed the assigned duties and responsibilities for at least six (6) months. In this case, the study will be postponed until the ~~incumbent~~employee has performed the new duties and responsibilities for at least six (6) months in order to ensure that the changes are permanent.

iii. The position is posted and filled through a competitive process.

(c) Not logical: If changes in the position fail to meet the criteria for logical change, a new position is created and the position should be ~~reallocated~~ reclassified and posted and filled in a competitive process. The ~~incumbent~~employee will have the opportunity to apply for the new position. If the ~~incumbent~~employee fails to be selected for the new position, the ~~incumbent~~employee will be subject to the layoff procedures in the applicable labor contract or as described herein at the time the new position is filled.

d. Position Study Outcomes: Position studies may result in a change in classification title, compensation group and/or salary range, or no change at all. Where the Human Resources Department has made a determination, the Human Resources Director or designee will submit a draft memo outlining the justification to the supervisor and employee affected by the change. The Supervisor and employee will have five (5) days to submit corrections in the memo before the Human Resources Department finalizes the memo. The supervisor or employee can request a delay to a future board meeting to resolve any outstanding issues before the study is processed by the Personnel Board.

i. Approval: ~~Where the Human Resources Department has determined that reclassification or reallocation is appropriate, or a position's classification title should be changed, the Human Resources Director or designee shall submit a report outlining the reasons why a change is necessary to the Board for approval, and a copy of the report will be sent to the supervisor and employee affected by the change.~~ The Board may approve or deny the recommendation. If the Board approves the recommendation, it will be forwarded to the Common

Council for final approval. If the Board denies the recommendation, it may be returned to the Human Resources Department for further study, including direction as to what information is lacking, or may be forwarded to the Common Council for a final determination.

ii. Denial: Where the Human Resources Department has determined that reclassification or reallocation is not appropriate, the Human Resources Director or designee ~~shall~~ will notify the requesting supervisor and ~~incumbent~~employee of the reasons for the denial in writing. The Board will receive notification of position studies denied since the last meeting of the Board.

iii. Request for Review: Employees ~~shall~~ will have the right to request review of the decision to either reclassify a position or deny it as the result of a study request. When deciding whether to request review of a decision, it is important to note that once the Board has taken action on a request to reclassify a position, an employee may no longer file a request to review the decision. Employees should inform the Human Resources Director of the intent to file a request for review as soon as possible in order to prevent Board action from occurring until after the review has been appropriately considered.

Initially, employees may request, in writing within ten (10) business days from the date of the final report from Human Resources, that the Human Resources Director review the decision. The employee request should include the reason(s) why the employee thinks the determination was made in error. The Human Resources Director will then have ten (10) business days from the date the request was received to respond to the employee in writing. The Human Resources Director ~~shall~~ will indicate whether the initial decision is upheld, overturned, or sent back for further study. The Human Resources Director may choose to include a report justifying the decision or may rely on the reasons previously given to the employee.

If the employee is challenging Human Resources denial of a possible reclassification/reallocation, and is not satisfied with the response from the Human Resources Director, the employee will have the right to appear before the Board. At that time, the Board may choose to uphold the Human Resources Director's decision or may send the matter back for further study, with instructions as to what needs to be looked at further. If the Board upholds the Human Resources Director's decision, the employee has no further right to review.

If the employee is challenging a position reclassification/ reallocation, and the employee is not satisfied with the response from the Human Resources Director, the employee may appear before the Board, ~~Board of Estimates~~Finance Committee, and/or the Common Council as appropriate.

e. Salary upon Reallocation: When the ~~incumbent~~employee is reallocated into the position after a reclassification, the following salary adjustments ~~shall~~ will apply:

i. Salary upon reallocation to a higher classification: The current ~~incumbent~~employee ~~shall~~ will be placed at the step in the salary schedule closest to the ~~incumbent~~employee(s) salary prior to the movement, but not exceeding the maximum of the new salary range, and that, where possible, ensures at least a 5% increase in pay. The increase will be retroactive to the first pay period following receipt of the study in Human Resources (the effective date). A new anniversary date ~~shall~~ will be established consistent with the effective date ~~-~~and the ~~incumbent~~employee ~~shall~~ will move to the next highest step, where applicable, following six (6) months of service, and annually thereafter until the maximum step is reached.

ii. Salary upon reallocation to a lower classification: Where the salary of the current ~~incumbent~~employee is greater than the maximum of the new range, the salary ~~shall~~ will be "red circled" and no increase ~~shall~~ will be authorized until the maximum of the new range exceeds the ~~incumbent~~employee's current salary. If the ~~incumbent~~employee's current salary is less than or equal to the maximum of the new range, the ~~incumbent~~employee will be placed in the step equal to or closest to the ~~incumbent~~employee's current salary within the new range without loss of pay. In either case, the ~~incumbent~~employee's anniversary date will not be changed.

4. Trainee Designation

a. Authorization: The Human Resources Director may authorize the use of a Trainee designation in the following situations:

i. When after a reasonable effort at recruitment the City is unable to recruit candidates with the necessary training and experience for a City position, applicants with less than the required experience and training may be hired as a Trainee.

ii. When a sufficient number of current City employees who have the potential to succeed in the position as determined

by the supervisor and are interested in acquiring more training, experience, and responsibility.

iii. In order to meet diversity and representation goals for the City.

iv. When a position has been posted as eligible for a Trainee if applicants do not meet minimum qualifications.

b. Salary Placement:

i. When a Trainee is hired from outside ~~the Civil Service~~of the organization, the salary range and step ~~shall~~ will be determined by the Human Resources Director upon review of the employee's training and experience.

ii. When a current City employee is hired into a Trainee position through a competitive or accommodation placement process, the salary range and step ~~shall~~ will be determined by the Human Resources Director and ~~shall~~ will be so established as to assure the employee no loss of salary or scheduled increases and be designed to at least equal the minimum of the objective range upon completion of the Trainee program.

iii. Upon reaching the minimum of the objective range of salary, employees ~~shall~~will advance through the salary range in accordance with the compensation provisions described herein. The anniversary date ~~shall~~will be the date the employee reached the minimum of the objective range.

c. Status of a Trainee:

i. An employee hired from outside ~~the Civil Service~~of the organization and designated as a Trainee may be released from City Service at any time for any reason, and the training period is considered the employee's original probationary period. ~~Following completion of the Trainee program, the employee shall serve a regular probation period as defined in Chapter 6 before being considered a permanent employee.~~

ii. A current City employee designated as a Trainee may be returned to ~~his/her~~their former position at any time for any reason if either the employee or the City so decides and provided the position still exists. If the employee's former position no longer exists, the employee will be subject to the layoff procedures in the applicable labor contract or as described herein. Following successful completion of the Trainee program, the employee ~~shall~~will not serve a trial period.

5. SELECTION POLICIES AND PROCEDURES

The selection process is the method by which a vacant position is filled through merit competition. Recruitment should be from qualified individuals from appropriate sources

in an effort to achieve a workforce representative of all segments of society; and selection and advancement should be determined solely on the basis of relative ability, knowledge and skills, after fair competition which assures that all receive equal opportunity. Merit is understood to include a broad array of lived and/or work experience, education, ability to work in particular environments, with diverse populations, and/or a variety of other position specific considerations. The selection process generally includes: a classification review, recruitment, screening for minimum qualifications, examination, establishing ~~ment of eligibility~~ eligible lists, ~~certification~~referral, interview, and appointment.

A. Classification Review

The Human Resources Director or designee ~~shall~~will assure that each permanent position is appropriately classified and adequately described by a current detailed position description prior to the initiation of recruitment.

B. Recruitment

The Personnel Board recognizes that each ~~vacant~~ open position requires an individual recruitment strategy in order to obtain the best pool of candidates with an optimal use of City funds. The Human Resources Department will be responsible for designing and implementing recruitment strategies in accordance with the policy and procedures listed below.

1. Policy

a. The City ~~shall~~will recruit from as wide ~~an~~ a geographic area as practical in order to balance its interests in promoting from within and in attracting the best qualified applicants for City employment, while increasing diversity of lived experience of the City workforce.

b. The Appointing Authority may request that the Human Resources Director conduct ~~a promotional examination~~a recruitment internal to the agency or division-wide where it is believed that a sufficient number of qualified candidates will apply for the position. With the Human Resources Director approval, a recruitment process and candidate pool may be used to fill a similar position, where a competitive process has been used in the initial recruitment.

c. The determination of whether a job announcement ~~shall~~will be restricted to City employees or open and competitive ~~shall~~will be made by the Human Resources Director after consultation with the Appointing Authority. If the position is in compensation group 15, 16, 20, 23, 32, 33, or 71 and is a non-entry level position which is determined to be posted open competitive, the Human Resources Director, or designee, will confer with the appropriate employee/ association representative. Entry-level positions are those positions that require no education or experience, and are either the first step of a formal or informal career progression or are not in a career

ladder program. If the position is in a job family that is underutilized, the Human Resources Director will consider the most appropriate method for increasing diversity in conjunction with meeting the operational needs of the City. The types of announcements include:

i. Open Competitive: Any individual authorized to work in the United States without sponsorship at the time of starting the position may apply.

ii. Citywide: Any City of Madison employee may apply, as well as anyone who is a part of a current City of Madison partnership Program, as defined by the Human Resources Director.

iii. Agency~~Department~~/Division: Any City of Madison employee within the ~~department~~ agency and/or division may apply.

iv. Bargaining Unit: As defined in labor agreements, only City of Madison employees in a certain bargaining unit may apply.

v. Compensation Group(s): Any City of Madison employee in the identified compensation Group(s) may apply.

vi. Any combination of the above.

2. Procedures

a. Submission of a Requisition: Upon deciding to fill a vacancy, ~~departments~~ agencies will submit a Requisition and updated position description to the Human Resources Department to request that a recruitment process be initiated. The Human Resources Department will then evaluate the position to ensure that it is appropriately classified and that the position is budgeted.

b. Equitable Hire Tool use: The Appointing Authority is encouraged to use the Equitable Hire Tool and Talent Acquisition Plan prior to posting a position to ensure effective recruitment processes are used.

~~b~~c. Posting: Once it has been determined that the position is accurately classified and budgeted, a job announcement will be created and the position will be posted. Job announcements will be at an accessible reading level and generally contain the following information:

i. Position Classification Title;
ii. Working Title;
iii. Type of appointment;
iv. Salary;
v. Nature of the work performed;
vi. Location of work-~~department~~agency, division;
vii. Work hours, including overtime requirements;
viii. Minimum qualifications;

ix. Training/experience requirements;
x. Special requirements;
~~xi. Residency requirements;~~
x~~ii~~i. Who is eligible to apply for the position, if it is limited to a certain group;
xi~~v~~i. Application instructions; and when supplemental questions are required there will be adequate description of the mandatory nature of the supplemental questions, as well as the general process for evaluation of the submission.
xiii~~v~~. Closing date for application.

d. Vacant positions ~~shall~~will be posted on the City web-site and on City bulletin boards or electronically delivered for a minimum of five (5) working days for Open and Competitive Postings, or for the duration of the job posting, whichever is shorter. The HR Director or designee may authorize an alternate posting time for employment outreach events. At all times positions will be posted for a period of time necessary for an applicant to submit a complete application. Alders will receive an email notifying them of vacancies.

e~~c~~. Advertising: The Human Resources Department may advertise in newspapers, periodicals, listservs, web sites, diverse professional association journals or other media deemed appropriate in order to attract the best qualified applicants. Advertisements need not be as comprehensive and/or inclusive as job announcements but should direct potential applicants to the Human Resources Department or the City web-site in order to see the job announcement and obtain additional information. The Human Resources Department will continue to work with the Department of Civil Rights in order to identify publications and design recruitment strategies aimed at promoting diversity within City government employment. The HR Department will keep a list of diverse organizations appropriate for recruitment.

f~~d~~. ~~*Diversity:* The Human Resources Department shall continue to work with the Department of Civil Rights in order to identify publications and design recruitment strategies aimed at promoting diversity within City government employment.~~

d~~e~~. Application: The Human Resources Director ~~shall~~will require persons applying for permanent appointment to file a completed on-line application form and submit as part of that application all other required materials no later than the closing date of the posting.

g. The Human Resources Director may, in connection with such application, require certificates of immigration or visa status, license certificates, educational achievement certificates, or any other documentation that bears upon an applicant's qualifications

or eligibility. Applicants will be notified of the ability to access accommodations for assistance in the application process. Entry level positions that are designated as not having minimum qualifications, are pooled positions with more than one vacancy, or are being filled at recruitment events may have timelines associated with the recruitment process waived by the Human Resources Director.

hef. Changes to a Position During the Recruitment or Selection Process: If there are any changes in the duties of a position that would affect the classification, compensation, or training and experience requirements of the position between the time of initial posting of the vacancy and the time of selection, the position shallwill not be filled at that time. Rather, a new requisition shallwill be submitted to the Human Resources Department and a new recruitment and selection process will be started. If the Human Resources Director approves, positions may be posted as "Trainee Eligible", which would allow a position to be filled at a trainee level if a candidate applies who is deemed qualified at a trainee level. The Human Resources Director may also approve a change to minimum qualifications if the recruitment has resulted in an inadequate pool of candidates, provided the position is reposted for a minimum of 5 business days.

ifg. Posting Rights: An hourly employee in the classification of Management Intern or other position in an hourly classification functioning in a similar manner as determined by the Human Resources Director, or designee, retains the ability to apply for related positions that are otherwise limited to City employees for a period of 1 year following either graduation with their related Bachelor's or Master's degree, or completion of their employment with the City, whichever is later.

j. Other seasonal/hourly employees retain the ability to apply for positions that are otherwise limited to City employees for a period of six (6) months following completion of employment.

k. Every City office, division, or department agency shallwill, upon request, cooperate in the operation of the civil service system, including the temporary loan of personnel.

C. Screening for Minimum Qualifications

1. Applicant Screening

The Human Resources Department shallwill screen all applications to ensure that applicants possess the minimum qualifications required for the position unless the position is filled as a Trainee. Applicants not meeting the minimum qualifications will not be invited to continue in the selection process and will be notified in writing via email. The Human Resources Department shallwill ensure that:

a. ~~1.~~ The applicant has the required years of experience and/or the relevant degree as required in the job announcement; or

~~2.~~b. The applicant has a combination of education, training, and/or work and lived experience that can be demonstrated to result in possession of the knowledge, skills, and abilities necessary to perform the duties of the position, except where formal academic training is required for license or registration to practice or to establish recognized status in a profession as a requirement of the position.

c. Random selection may be used at any point in the selection process, as determined by the Human Resources Director, or designee, to create a more manageable pool of candidates for consideration.

2. Applicant's Right to Contest Exclusion from ~~the Selection Process~~Screening

An applicant eliminated from consideration at any time in the selection process will be so notified in writing via email by the Human Resources Department. The ~~employee~~applicant will be noticed of the ability to appeal elimination from consideration due to not meeting minimum qualifications will be notified of such at the time of elimination. An applicant, or their employee/association representative, where applicable, may contest exclusion from the selection process. However, only the applicant may submit, in writing (including via email) to the Human Resources Director or their designee, the reasons why the applicant believes they should not have been eliminated from the process due to a lack of meeting minimum qualifications. This letter must be received within three (3) business days after the date of the email informing the applicant of their elimination from the process ~~was generated~~. Time is of the essence as the recruitment/selection process will continue during this time. Upon receipt of such ~~a letter~~notification, the Human Resources Director or designee will review the applicant's file and determine whether to uphold the initial determination or whether to restore the applicant to the selection process. The applicant will be notified of the final determination in writing via email within five (5) business days from the date of the applicant's appeal email. The decision of the Human Resources Director or designee will be final, and an applicant will have no further rights to contest the decision.

D. Examination

The Human Resources Department ~~shall~~will develop and administer appropriate civil service examinations.

1. Types of Examination

The civil service examination may include one or more of the following forms of examination:

a. Achievement History Questionnaire (AHQ)/Supplemental Questions
b. Oral board interview
c. Written examination (e.g. multiple choice, ~~essay~~short answer, true/false, etc.)
d. Typing test
e. Performance test (e.g. lifeguards)
f. Resume screens; which are a comparative ~~analysis~~evaluation of resumes, using benchmarked criteria.
g. Comparative ~~analysis~~Evaluation
h. Application assessment
i. Other examinations designed to measure an applicant's ability to meet the minimum qualifications of a position

2. Examination Results

All applicants competing in a civil service examination ~~shall~~will be notified of the score achieved on the examination and whether the score will allow them to continue in the process. No applicant will be permitted to review the examination after it has been turned in to the exam monitor. No applicant will be permitted to review scored examination materials. The Human Resources Director may allow for all internal applicants who pass the exam and are placed on the eligibility list to be ranked in a single ranking and provided an opportunity to interview for the positions that are open and competitive postings at the Appointing Authority's request.

3. Security

The Human Resources Department ~~shall~~will use appropriate means to ensure the security of examination materials.

4. Accommodations

Under the Americans With Disabilities Act, Wisconsin Fair Employment Act and the Madison Equal Opportunities Ordinance, eligible applicants may, upon request, be provided with reasonable accommodations in testing and throughout the selection process.

5. Veterans Preference Points

In accordance with state law, veteran's preference points will be awarded to veterans and spouses of veterans as applicable.

6. Seniority Points

a. If a vacant position is being filled in CG16, 20, 32, 33, or 71, permanent General Municipal Employees in those compensation groups who apply for a position within that specific compensation group will receive one (1) seniority point for each full year of service. If a position is posted in either CG16 or CG20, permanent General Municipal Employees in both compensation groups will receive seniority points. Partial points will not be awarded.

b. If a vacant position is being filled in CG15 as part of an internal promotional process, the following process will be used:
i. Exam - The exam will have a maximum point factor of 33-1/3.
ii. Employee Evaluation - The evaluation factor will have a maximum point value of 33-1/3.
iii. Seniority - Each year of continuous full time service will be credited with one point up to a maximum of 33-1/3 years.
iv. The maximum possible composite score is 100.

7. Contracted Services

The City may contract or otherwise arrange for such technical or specialized services as may be necessary, including the giving of examinations, in connection with personnel selection, procedures and administration with adherence to civil service process and city procedures.

8. Grievance Procedure

Upon complaint from an employee applicant concerning the selection, referral, or disqualification procedure, the employee/association representative, where applicable, ~~shall~~will be allowed to examine all materials related to the selection in an effort to ensure a fair and equitable selection procedure. In no case will an applicant/employee be allowed to review such materials, and any review of materials by an employee/association representative will be considered confidential. Issues relating to the proper posting of positions (i.e. was the position posted on City bulletin boards?) and/or application of points to General Municipal Employees may be grieved under the grievance procedure in the MGO. Issues regarding the manner in which a position is posted (i.e. citywide v. compensation group), disqualification of candidates, or referral of candidates are not subject to the grievance procedure and may only be appealed as described in these rules.

E. Eligible Lists

An eligible list consists of candidates who have successfully completed and passed the applicable civil service exam(s) and are deemed qualified and eligible

for referral as determined by the Human Resources Director or designee. Eligible lists are valid for up to six (6) months, but may be extended for up to two and one-half (2 ½) years, when deemed appropriate, by the Human Resources Director or designee.

F. Insufficient Number of Qualified Applicants

In the event that an insufficient number of qualified applicants apply for a position or qualify after the examination, the Human Resources Director may re-announce the position, extend the date for filing applications for a specified period of time, approve a temporary appointment, fill the position on a trainee or apprenticeship basis, or if necessary, cancel the recruitment.

G. Referral

No Appointing Authority may select a candidate for any position who has not been referred for appointment by the Human Resources Director or designee.

1. Original Referral

The Human Resources Director or designee ~~shall~~will refer the names and addresses of at least the~~the~~ six (6) highest ranks of eligible candidates from the most appropriate eligible list. In the case of two (2) vacancies in the same classification, two (2) additional ranks ~~shall~~will be referred for each additional vacancy up to a maximum of twenty (20) ranks. Where there are fewer than four (4) candidates on the eligible list, those on the list ~~shall~~will be referred unless the Appointing Authority objects. If the Appointing Authority objects, a new recruitment process ~~shall~~will be initiated resulting in the creation of a new eligible list, and candidates who were previously referred will be required to go through the recruitment process again. A candidate's rank has significance only in that it allows a candidate to be referred for an interview. It does not imply any preference for the final selection.

In situations where a position falls in a job family that is underutilized, the Human Resources Director, or designee, ~~shall~~will refer the names and addresses of four (4) additional ranks to encourage the diversification of the workforce, for a total of the ten (10) highest ranks of eligible candidates from the most appropriate eligible list, as provided above. The Department of Civil Rights ~~shall~~will annually update the job family utilization data. ~~Hiring manager~~The Appointing Authority~~s~~ may request and be granted a larger pool of initial ranks for interview. Unless the position is an entry level position, the Human Resources Director or designee may only grant a larger pool of initial ranks for interview in Compensation Groups 16 and 20 after consultation with the employee/association representative.

2. Referral of Additional Names

If the Appointing Authority believes none of the referred candidates are appropriate for appointment, ~~s/he~~they ~~shall~~will document the reason(s) ~~s/he~~they believes the candidates are not appropriate and submit this documentation to the Human Resources Director along with a request that additional names be referred. The Human Resources Director, in consultation with the employee/association representative, where applicable, may refuse to refer additional candidates if ~~s/he~~they determine~~s~~ this provision is being used ~~to circumvent the merit principle or conflicts with applicable law~~inappropriately toward preferential or discriminatory treatment.

H. Interviews

All referred candidates ~~shall~~will be given the opportunity to interview with the Appointing Authority or ~~her/his~~their designee prior to the selection of any candidate for appointment. Candidates have a maximum of ~~five~~ three (~~5~~3) business days after the date the referral notice is emailed to contact the hiring agency to schedule an interview. The ~~five~~ three (~~5~~3) business days begins the business day after the email notice was sent. The hiring agency may initiate contacts with candidates but must allow at least ~~five~~ three (~~5~~3) business days after the date the referral notice is emailed for all candidates to contact the agency to schedule an interview. At no time is it proper for an agency to disqualify a candidate who is not available to interview sooner than ~~5~~3 business days after the date the referral notice is emailed. At the discretion of the Appointing Authority, more than one round of interviews may be conducted before a final selection is made. Secondary interviews are not required to comply with the above timelines. Appointing Authorities are required to make reasonable adjustments to timelines for candidates if interviews are scheduled with less than five days' notice. This timeline may be required to be up to five (5) business days to allow the accommodations process to complete.

I. Selection of Candidate

1. Reference Check

Following the interviews, the Appointing Authority or designee ~~shall~~will check the references of the prospective hire(s) prior to making a selection. Reference checks should be conducted in accordance with the City's reference check process located in Employeenet. City forms for completing a reference check can aid in completion of reference checks.

2. Criminal Background Check

When the Appointing Authority has made a selection, ~~s/he~~they should notify the Human Resources Department before making a job offer, and a background check may be initiated based on the position being filled to ensure that the selected candidate(s) has not been convicted of an offense, the circumstances of which is substantially related to the position being filled. If any candidate has been convicted of an offense which is substantially related to the position being filled, the candidate may be disqualified from further consideration for that position.

Hiring Managers are prohibited from using public or private means to obtain arrest and/or conviction information on candidates. Criminal background checks are only to be conducted by HR Staff in conjunction with the City Attorney's Office, except for candidates in the Police Department. If a current employee has been selected for a position similar to their current position, and a background check has been completed within the previous 4 years, no further background check is necessary. Background checks must be completed in accordance with APM 2-54.

J. Appointment Procedure

When the Human Resources Department has completed the background check and confirmed eligibility of the selected candidate(s), the Appointing Authority or designee ~~shall~~will make an offer of employment to the selected candidate(s). The Appointing Authority ~~shall~~will then notify the Human Resources Department of the individual(s) selected for appointment from the referred list of eligible candidates.

~~K. Applicant's Right to Contest Exclusion from the Selection Process~~

~~An applicant eliminated from consideration at any time in the selection process will be so notified in writing by the Human Resources Department. An applicant, or his/hertheir employee/association representative, where applicable, may contest exclusion from the selection process. However, only the applicant may submit, in writing (including via email) to the Human Resources Director, the reasons why the applicant believes she/he should not have been eliminated from the process. This letter must be received within five (5) business days after the date the email informing the applicant of her/his elimination from the process was generated. Time is of the essence as the recruitment/selection process will continue during this time. Upon receipt of such a letter, the Human Resources Director or designee will review the applicant's file and determine whether to uphold the initial determination or whether to restore the applicant to the selection process. The applicant will be notified of the final determination in writing via email within another five (5) business days. The decision of the Human Resources Director or designee will be final, and an applicant will have no further rights to contest the decision.~~

~~L.~~K. Compensation

1. Initial Placement

New employees are placed at step one of the salary range, except as follows:

a. The Human Resources Director may authorize recruitment above the minimum of the range because of critical economic and employment conditions unless prohibited by handbooks. If authorized, the job announcement ~~shall~~will reflect that potential applicants may be hired above the minimum of the salary range.

b. The Human Resources Director may authorize hiring above the minimum unless prohibited by handbooks when the candidate selected has exceptional qualifications and/or experience. If this occurs, the job announcement ~~shall~~will reflect that potential applicants may be hired above the minimum of the salary range.

2. Advancement

Employees ~~shall~~will advance one (1) salary step following six (6) months of continuous employment in a permanent position and an additional step every 12 months thereafter until the maximum salary step is achieved.

3. Hourly/Seasonal Employee Compensation

Hourly/seasonal employees have their rate established either in collective bargaining agreements or the Ordinances and do not receive scheduled increases other than general increases applicable to the salary schedule as a whole.

4. LTE~~, Emergency,~~ and/or Provisional Appointments

LTE~~, emergency,~~ or provisionally appointed employees will have their salary set at the step closest to the employee's salary prior to the appointment, not to exceed the maximum of the new salary range, and that assures, when possible, a 5% increase in pay. These employees will also be entitled to the same employment benefits as a permanent employee.

~~M.~~L. Disqualification

The Human Resources Director can disqualify an applicant in the following situations, which will make them ineligible for the job applied for:

1. If the applicant does not meet the required qualifications for the position.
2. If the applicant has provided false information about important facts.

3. If the applicant has been fired by the City, resigned instead of being terminated.
4. If the applicant has given, paid, or promised money, services, or valuable items to someone to gain an unfair advantage in the selection process or appointment.
5. If the applicant has tried to gain an unfair advantage in the examination process.
6. If any applicant who, after warning, has violated APM 2-33 or APM 3-5 for bullying, abusive, or discriminatory behavior.
7. If the applicant has engaged in deceit or fraud during the application, certification, or selection process, or if they refuse to provide required testimony as mandated by law.

~~The Human Resources Director may refuse to examine an applicant, or after examination may refuse to refer as eligible any applicant who is found to lack any of the requirements established for the position for which the person has applied; or any applicant who had made a false statement of any material fact; or any applicant who has been terminated by the City or resigned or otherwise left employment in lieu of termination; or any applicant who directly or indirectly gave, paid or promised to give any money, service or other valuable thing to any person for or on account of, or in connection with, her/his selection process or appointment; or any applicant who has secured or attempted to secure any improper advantage in the examination process; or any applicant who has practiced or attempted to practice any deception or fraud in the selection process of any such application or certificate filed in connection with or in securing eligibility or appointment, or who refuses to furnish testimony as required by law.~~ Any applicant who commits any such act or acts ~~shall~~will, if hired, be subject to dismissal.

6. PROBATION AND TRIAL PERIOD

A. Probation Period

A newly hired employee ~~shall~~will serve a probation period of a minimum of six (6) months during which the employee's performance, conduct and general suitability will be critically evaluated to determine whether the employee ~~shall~~will be continued in service. The probation period may be extended for up to an additional six (6) months by the Appointing Authority. For certain complex supervisory, administrative or professional positions, a probation period of one (1) year may be recommended by the Appointing Authority at the time of the request to fill the position, subject to the approval of the Human Resources Director. This probation period may be extended for up to an additional twelve (12) months by the Appointing Authority, except for employees in CG15. The Appointing Authority ~~shall~~will notify the Human Resources Director of any extension of probation, including the length of such extension. During the probation period:

1. The Appointing Authority ~~shall~~will evaluate the employee after three (3) months of service and complete ~~a probation report~~ an Onboarding report.

This report ~~shall~~will be discussed with and signed by the employee. The Appointing Authority ~~shall~~will evaluate the employee again at least two (2) weeks prior to the completion of six (6) months of service, and complete- an Onboarding report~~a probation report~~. If the employee is serving a six (6) month probation, this will be considered the final report and must be discussed with and signed by the employee. If an employee is serving a longer probation period, or if the Appointing Authority extends an employee's probation beyond six (6) months, ~~a probation report~~an Onboarding report ~~shall~~will be submitted every three (3) months for the duration of the probation. Each report ~~shall~~will be discussed with and signed by the employee. These reports are then filed with the Human Resources Director. The Human Resources Director may authorize an extension of the probationary period for additional training and/or evaluation in the initial probationary period to include where the Appointing Authority has initiated the release of the employee.

2. Employees may be terminated at any time for any non-discriminatory reason during the probation period or an extension thereof and such decision ~~shall~~will not be subject to appeal. If an employee is terminated, the Appointing Authority ~~shall~~will complete ~~a probation report~~an Onboarding report and indicate on the report the reason(s) for the dismissal.
3. The decision to extend a probation period may not be appealed.
4. An approved leave of absence without pay for an employee on probation ~~shall~~will act to extend the probation period by the length of time on leave.
5. A probation period may be shortened with the approval of the Appointing Authority and the Human Resources Director as long as the employee has served a minimum of six (6) months' probation.
6. Permanent status begins when an employee reports for work on the first work day following the completion of the probation period, regardless of when the final probation report is filled out and signed by the employee.

B. Trial Period

In cases of promotion, competitive transfer or competitive demotion an employee ~~shall~~will serve a six (6) month or twelve (12) month trial period as determined by the Appointing Authority. The employee's performance, conduct and general suitability will be critically evaluated during the trial period to determine whether the employee ~~shall~~will be continued in service. A trial period may be extended for up to an additional six (6) months by the Appointing Authority, except for employees in CG15. The Appointing Authority ~~shall~~will notify the Human Resources Director of any extension of a trial period, including the length of such extension. During the trial period:

1. The Appointing Authority ~~shall~~will evaluate the employee after three (3) months of service and complete an Onboarding report ~~trial period report~~. This report ~~shall~~will be discussed with and signed by the employee. The Appointing Authority ~~shall~~will evaluate the employee again at least two

(2) weeks prior to the completion of six (6) months of service, and complete a trial period report. If the employee is serving a six (6) month trial period, this will be considered the final report and must be discussed with and signed by the employee. If an employee is serving a longer trial period, or if the Appointing Authority extends an employee's trial period beyond six (6) months, ~~a trial period report~~an Onboarding report ~~shall~~will be submitted every three (3) months for the duration of the trial period and each report ~~shall~~will be discussed with and signed by the employee. These reports are then filed with the Human Resources Director.

2. At any time during the trial period, the employee ~~may~~ will be returned to ~~his/he~~their~~r~~ former position if either the employee or the Appointing Authority so decides to be returned, provided ~~and~~ the position still exists in the budget. Salary upon return ~~shall~~will be set no higher than it would be by normal progression had the employee not accepted the new position. The anniversary date for step increases ~~shall~~will remain as if the employee had not left the position. If the employee's former position no longer exists, the employee will be subject to the layoff procedures in the applicable labor contract or as described herein. The Human Resources Director may require an extension of a trial period where an Appointing Authority has failed to properly train and evaluate an employee in the initial ~~probationary~~trial period but where the Appointing Authority has initiated the release/return of the employee.
3. An employee on a trial period ~~shall~~will be entitled to a total of thirty (30) working days absence, including all paid and unpaid authorized leaves. Authorized leave in excess of thirty (30) working days will result in the trial period being extended automatically on a day-for-a-day basis. After thirty (30) working days, for the purpose of such extension, a day ~~shall~~will be defined as four (4) or more hours of authorized absence.
4. A trial period may be shortened with the approval of the Appointing Authority and the Human Resources Director as long as the employee has served a minimum of six (6) months.

7. DEMOTION, TRANSFER, PROMOTION, REINSTATEMENT, AND PLACEMENT

Current City employees may or may not be appointed to vacant positions through the standard selection process outlined above. This article outlines ways in which current City employees may obtain different positions within City government. In order to determine if the movement of an employee from one position to another position is a demotion, transfer, or promotion, salaries will be compared at step five (5) of the relevant salary ranges.

A. Demotion

There are three (3) types of demotion:

1. Voluntary Demotion

Without resorting to the selection process, a permanent employee, with approval of the Appointing Authority of the ~~department~~ agency with the vacancy and the Human Resources Director, may accept a voluntary demotion within the Appointing Authority's ~~department~~agency/division provided the employee possesses the minimum qualifications required for the vacant position as determined by the Human Resources Department, and successfully passes any required exams. Acceptance of the voluntary demotion ~~shall~~will be provided to the Human Resources Director in writing. In cases of voluntary demotion:

a. The employee immediately forfeits all rights to the position from which the employee was demoted;
b. The employee ~~shall~~will not serve a trial period and ~~shall~~will immediately assume permanent status in the new position;
c. The employee's salary may be "red circled" with the approval of the Human Resources Director. In cases where an employee's salary is not "red circled", the employee's salary ~~shall~~will be set at the step closest to the employee's salary prior to demotion. The employee's anniversary date for step increases ~~shall~~will remain the same.

2. Involuntary Demotion

Without resorting to the selection process, an employee may be subject to an involuntary demotion as a disciplinary action for just cause. An employee will not be demoted into a position for which ~~s/he~~they is not minimally qualified, as determined by the Human Resources Director. In cases of involuntary demotion:

a. The employee ~~shall~~will not serve a trial period and ~~shall~~will assume permanent status in the new position on the effective date of the change.
b. An employee who has been involuntarily demoted ~~shall~~will have ~~his/he~~their~~r~~ salary set at the same step in the new salary range as the employee's pay step prior to demotion. The employee's anniversary date for step increases ~~shall~~will remain the same. For example, an employee whose position is in Compensation Group 17, Range 10, step 3 who is demoted to a position in Compensation Group 17, Range 8 will be placed at step 3 of CG 17, Range 8.
c. Employees ~~shall~~will have the right to appeal an involuntary demotion in accordance with the appeal process described in Chapter 9.

3. Competitive Demotion

An employee may move from one permanent position to another permanent position in a lower salary range through the regular selection process outlined above. In cases of competitive demotion:

a. The employee ~~shall~~will serve a trial period in the new position. If the employee is returned to ~~her/his~~their former position during the trial period, but the employee's former position no longer exists, the employee will be subject to the layoff procedures in the applicable labor contract or as described herein;
b. The employee's salary ~~shall~~will be set at the step closest to the employee's salary prior to demotion but not exceeding the maximum of the new salary range, and the employee's anniversary date for step increases ~~shall~~will remain the same.
c. In Compensation Groups that allow for salary negotiation (CGs 17, 18, 19, 43, 44 and 21),~~,~~ salary and vacation may be negotiated in cases of competitive demotion.

4. Exclusions

a. The appointment of an employee to a position in a classification with a lower salary range maximum while the employee is serving a probation period in an original appointment ~~shall~~will be considered a new original appointment and the employee will begin a new probation period at that time.
b. The action by which a promoted employee is restored to ~~her/his~~their previous position and salary is not considered a demotion.
c. A salary reduction that does not involve a change in position or classification is not considered a demotion.

B. Transfer

There are three (3) types of transfer.

1. Voluntary Transfer

Without resorting to the selection process, a permanent employee, with approval of the Appointing Authority of the ~~department~~ agency with the vacancy and the Human Resources Director, may accept a voluntary transfer within the Appointing Authority's ~~department~~agency/division provided the employee possesses the minimum qualifications required for the position as determined by the Human Resources Department, and successfully passes any required exams. Acceptance of the voluntary transfer ~~shall~~will be provided to the Human Resources Director in writing. In cases of voluntary transfer:

a. The employee immediately forfeits all rights to the position from which the employee had been transferred;
b. The employee ~~shall~~will not serve a trial period and ~~shall~~will immediately assume permanent status in the new position on the effective date of the change.
c. The transfer ~~shall~~will not impact the employee's salary and anniversary date.

A Limited Term Employee may transfer from the LTE position into a vacant permanent position within the same classification with the approval of the HR Director and the Appointing Authority of the ~~department~~ agency with the vacancy.

2. Involuntary Transfer

An employee may be subject to an involuntary transfer for personnel reasons, including disciplinary actions for just cause, without following the selection process. An employee will not be transferred into a position for which ~~s/he~~they is not minimally qualified, as determined by the Human Resources Director. In cases of involuntary transfer:

a. The employee ~~shall~~will immediately assume permanent status in the new position on the effective date of the change.
b. The transfer ~~shall~~will not affect the employee's salary or anniversary date.
c. The employee ~~shall~~will have the right to appeal the involuntary transfer in accordance with Chapter 9.

3. Competitive Transfer

An employee may move from one permanent position to another permanent position in the same salary range through the regular selection process outlined in Chapter 5. In cases of competitive transfer:

a. The employee ~~shall~~will serve a trial period in the new position. If the employee is returned to ~~her/his~~their former position during the trial period, but the employee's former position no longer exists, the employee will be subject to the layoff procedures in the applicable labor contract or as described herein;
b. The transfer ~~shall~~will not affect the employee's salary and anniversary date.
c. In Compensation Groups that allow for salary negotiation (CGs 17, 18, 19, 43, 44, and 21), salary and vacation may be negotiated in cases of competitive transfer.

4. Exclusions

The appointment of an employee to a position in the same salary range as the employee's position classification while the employee is serving a probation period on an original appointment ~~shall~~will be considered a new original appointment. The employee will begin a new probation period at the start of the new position.

C. Promotion

The promotion of a current employee to a permanent position vacancy may occur only through the selection process outlined above. In cases of promotion:

1. The employee ~~shall~~will serve a trial period in the new position. If the employee is returned to ~~her/his~~their former position during the trial period, but the employee's former position no longer exists, the employee will be subject to the layoff procedures in the applicable labor contract or as described herein;
2. The employee's salary ~~shall~~will be set at the step closest to the employee's salary prior to promotion, but not exceeding the maximum of the new salary range, and that where possible, assures a 5% increase in pay. A new anniversary date ~~shall~~will be established and the first step increase in the new classification ~~shall~~will be effective the first work day of the bi-weekly pay period following six (6) months of service and annually thereafter until the maximum of the salary range is achieved. At the request of the Appointing Authority, the Human Resources Director may authorize hiring above the minimum when the selected employee has exceptional qualifications and/or experience. If this occurs, the job announcement ~~shall~~will reflect that potential applicants may be hired above the minimum of the salary range.
3. If an employee is promoted while on an original probation in a different position, the employee will begin a new original probation period and will not have rights to the former position if the employee does not successfully complete probation.

D. Reinstatement

The former ~~incumbent~~employee of a permanent represented and non-represented position may apply for reinstatement ~~to his or her former position~~ within ~~one~~ two (~~1~~2) years ~~of~~ from the date of ~~her/his~~their resignation from City employment. Reinstatement rules in Union represented compensation groups are subject to the terms of the applicable collective bargaining agreements. The position must be a vacancy currently authorized to be filled, and the former ~~incumbent~~employee must compete for the vacant position in accordance with the selection process outlined in Chapter 5. In cases of reinstatement:

1. The employee ~~shall~~will ~~not~~ serve a probation period unless they have returned to the City position they resigned from.
2. All rights and benefits in effect as of the date of ~~his or her~~their resignation ~~shall~~will be restored, with benefits adjusted to reflect the absence from City employment.
3. Salary ~~shall~~will be set at the step in the range the employee had achieved prior to leaving City service in cases where they have returned to the City position they resigned from. If applicable, the first step increase will occur 12 months after the date of reinstatement.

E. Placement

In accordance with Federal, State, and Local laws, the City provides workplace accommodations to employees in accordance with the procedures outlined in APM 2-22, Workplace Accommodations. Workplace accommodations may include placement of an eligible employee into a vacant position at or below ~~her/his~~their current salary range when the employee meets the minimum qualifications and passes any exams required for the position. In cases of placement:

1. Following placement, the employee ~~shall~~will be evaluated to determine whether or not the employee is capable of performing the duties of the new position. If it is determined that the employee cannot perform the duties of the position because of reasons related to the placement, ~~s/he~~they will be removed from the position, allowed to use any available leave time, and returned to the placement process.
2. The employee's salary ~~shall~~will be set at the step closest to the employee's salary prior to placement and the employee's anniversary date for step increases ~~shall~~will remain the same.

8. LAYOFF, ~~AND~~ RECALL, AND FURLOUGH

A. Layoff

An Appointing Authority may layoff an employee or employees as a result of a shortage or stoppage of work or funds, functional reorganization, or the abolishing of positions. Before implementing a proposed layoff, the Appointing Authority ~~shall~~will confer with the Human Resources Director in order to assure compliance with the provisions of Ordinances, Personnel Rules, and applicable labor contracts. Unless otherwise described by a labor contract, layoff ~~shall~~will be by classification within the layoff unit. Highly specialized positions within a classification in CG18 and 44 may be exempt from layoff, as determined by the Human Resources Director. The employee with the least seniority in the classification being reduced ~~shall~~will be displaced first. If employees have equal lengths of service, then employees who reside in the City of Madison ~~shall~~will be laid off only after employees who do not reside in the City of Madison. The displaced employee may in turn displace the employee with the least City

seniority in a classification with an equal or lower salary range maximum within the layoff unit, provided that the displacing employee has more seniority than the least senior employee in the other classification and provided the displacing employee is otherwise qualified for the position. Employees who displace into classifications with a lower salary range maximum will not be required to serve a trial or probation period.

1. Minimum Qualifications

The minimum training and experience requirements for a position are established in the official class specification maintained by the Human Resources Department. The Human Resources Service Manager or designee ~~shall~~will determine whether the displacing employee meets said requirements for the position in question. The determination of the Human Resources designee ~~shall~~will be based on the official personnel record on file which ~~shall~~will include but not be limited to, the employee's applications for employment, City training records, and through conversations with the HR designee in layoff meetings. Employees have the responsibility to inform the Human Resources designee of any relevant experience, training, or education prior to their layoff meeting. These meetings will allow employees at least ~~72 hours~~three (3) business days to gather relevant work and education history. At the layoff meeting position option(s) will be discussed based on the information provided, and the employee will have the opportunity to ask questions. Employees ~~shall~~will have the right to appeal HR Director designee's placement determinations. Appeals must be filed within 24 hours.

~~The minimum training and experience requirements for a position are established in the official class specification maintained by the Human Resources Department. The Human Resources Director or designee shall determine whether the displacing employee meets said requirements for the position in question. The employee must take and pass any examination that is required for the position. The determination of the Human Resources Director shall be based upon the official personnel record on file in the Human Resources Department at the time and shall include, but not be limited to, the employee's original application for employment, any subsequent applications filed and kept, and records of training and education received while employed by the City. Each employee has a continuing duty to inform the Human Resources Director or designee of any relevant experience, training or education that was not City-sponsored. An employee shall have twenty-four (24) hours from the time of notification of displacement to present to the Human Resources Director any additional information regarding relevant experiences, training, and education. There shall be no appeal of the decision from the Human Resources Director.~~

2. Time Limits

Employees whose positions are being eliminated ~~shall~~will be given written notice of the action not less than fourteen (14) calendar days prior to the effective date. However, a junior employee ~~shall~~will receive no prior notice in case of a senior employee displacing a junior employee. Displaced employees ~~shall~~will have ~~forty-eight~~seventy-two (~~48~~72) ~~-~~three (3) business days~~hours~~, exclusive of weekends, after receiving notice to exercise whatever options may be available to them, including displacement rights under this policy. If a decision is not made within the three (~~72~~48 ~~hour~~3) day period, the displaced employee ~~shall~~will be deemed to have been laid off by the City. Employees who cannot displace into a lower position and therefore are to be laid off ~~shall~~will receive written notice of the action not less than fourteen (14) calendar days prior to the effective date.

3. Salary Placement

An employee who displaces into a position in a lower classification ~~shall~~will be placed at the salary step in the lower classification that most closely corresponds with but does not exceed the employee's salary at the time of displacement. Employees who are displaced by another employee as a function of a layoff process, who displaces into a lower classification, ~~shall~~will be "red circled" ~~-~~in their current salary.

4. Employees in a Classification Series

Employees who are in positions that are part of a classification series will be laid off by individual classifications within the series. For example, if there is a layoff in the Human Resources Analyst series, depending on the need of the ~~department~~agency, Human Resources Analysts 1 will be laid off in one group, Human Resources Analysts 2 will be laid off as a separate group, and Human Resources Analysts 3 will be a third separate group. The first group to be laid off will be the lowest in the classification series and employees will be laid off within these series based ~~off~~on City seniority with the employee with the least City seniority being laid off first. This process will follow as needed in sequential order.

5. Probationary and Temporary Employees

a. Employees serving their initial probation period who are displaced ~~shall~~will be terminated without displacement or recall rights.

b. ~~Emergency, p~~Provisional, limited-term, acting, or other temporary employees may be laid off or terminated at any time without the rights outlined in this Article. No permanent employee ~~shall~~will be laid off from any position while any ~~emergency~~, provisional,

limited-term, acting, or other temporary employee or probationary employee is continued in a position of the same classification in the layoff unit. Permanent employees serving a temporary appointment may choose to return to their permanent position instead of being laid off or terminated.

6. Reduction in Pay or Position

The Appointing Authority may, in collaboration with the Human Resources Department and the impacted employee, in lieu of layoff, demote an employee, reduce an employee's pay, or both. Any such reduction in pay and/or position ~~shall~~will conform to the salary schedule then in effect.

B. Recall

Employees who are laid off or displaced ~~shall~~will be placed on a recall list by classification for a period of twenty-four (24) months, after which time all recall rights are terminated. Employees who are part of a classification series have recall rights to lower classifications in the series then where they were originally placed. Should a vacancy authorized to be filled occur in the classification from which an employee was (or employees were) laid off or displaced, said employee(s) ~~shall~~will be recalled in order of seniority.

1. Change of Address

An employee who has been laid off ~~shall~~will complete the Change of Address or Telephone Form and turn it into agency~~departmental~~ Payroll Clerks~~and is on a recall list shall notify the Human Resources Department of any change of address~~. An employee to be recalled ~~shall~~will be notified by letter sent by certified mail addressed to the most recent address appearing on the City's records.

2. Acceptance or Rejection

An employee being recalled ~~shall~~will notify the Human Resources Director or designee of ~~her/his~~their acceptance or rejection of recall within seven (7) calendar days from the date of the employee's receipt of the certified letter of recall. The employee ~~and~~ ~~shall~~will report for work within fourteen (14) calendar days, or at a later date with the Appointing Authority's approval, after notifying the Human Resources Director that ~~s/he~~they accept~~s~~ the recall. If the employee's suggested recall date is not accepted by the Appointing Authority the employee can appeal the decision to the Human Resources Director. Appeals must be submitted within 24 hours. Failure to so notify, failure to so report, or the refusal of an offer of reemployment ~~shall~~will immediately terminate an employee's rights to recall.

3. Seniority

An employee placed on layoff status and recalled and/or rehired within twenty-four (24) months will retain ~~her/his~~their seniority and benefits level that ~~s/he~~they had as of the date of layoff. However, an employee will not receive additional ~~credit for time~~seniority during their time spent on layoff. For example, an employee with ten (10) years of seniority at the time of layoff, who returns after 1 ½ years of layoff, would have ten (10) years of seniority restored upon return.

4. Sick Leave

An employee placed on layoff status and recalled and/or rehired within twenty-four (24) months ~~shall be credited with the sick leave accumulated as of the date of layoff~~will return with the same number of sick leave hours they had at the time of layoff.

5. Salary Placement

An employee placed on layoff status and recalled to a position in the same classification within twenty-four (24) months ~~shall~~will have ~~her/his~~their salary set at the same step and longevity percentage in effect at the time of the layoff. The salary range ~~shall~~will be that established for the position at the time of recall. An employee placed on layoff status and rehired to a new City position within twenty-four (24) months ~~shall~~will have ~~her/his~~their salary set at the same longevity percentage and salary step in effect at the time of layoff with no accumulated credit for the time spent in layoff status.

C. Furlough Policy

1. Procedures

City ordinances, resolutions, the Personnel Rules and employee this Handbooks establish procedure for layoff. In lieu of layoffs that are consistent with such ordinances, resolutions, Personnel Rules and this employee Handbooks, the City may seek to furlough employees. The employee representatives (association) and the City's Human Resources Director or designee shall meet and confer before any furlough plan is implemented by the City. As a result of meeting and conferring, the Associations and City may agree to propose to the Common Council an agreed furlough plan, but agreement is not required prior to implementation by the Common Council unless an ordinance or resolution requires agreement. Any proposed furlough plan shall comply with the criteria and employee protections listed in the procedures listed below and be consistent with any applicable ordinance(s) or resolution(s) governing

the furlough process. Prior to implementation, any proposed furlough plan will be analyzed using one of the City's racial equity and social justice analysis tools and the results must be available to the Council at the time that it considers the proposed furlough plan. Modifications to this process must be approved by the Personnel Board, Finance Committee, and the Committee on Employee Relations after a meet and confer process.

2. Furlough Plan Criteria

Definition: A furlough is unpaid time away from work, in half-day or one-day increments based on the number of hours in the employee's regular workweek. A furlough differs from a layoff in that a furlough is unpaid time away from work for a defined period of time, after which, employees are entitled to return to their position. The maximum number of furlough days for any employee in any calendar year shall be five (5) days, unless the City and Association agree to a greater number within a single year, which shall not exceed ten (10) days.

3. Selection of Furlough Days ~~:~~

Citywide furloughs may be implemented on a specific schedule or implemented as citywide shut-down days, where all non-emergency services of the City are closed. Whether to implement citywide shut-down days will be discussed as part of the meet and confer process. Individual employees will be offered the opportunity to choose the schedule for their furlough days to the greatest extent possible. Citywide furlough days do not preclude the ability of employees to preselect furlough days with the agreement of their supervisor as described in the section "Work Schedules and Hours of Work," below.

4. Impact on Wages

No furloughed City employee will be allowed to use paid leave to avoid the unpaid furlough day. At their option, employees shall be permitted to spread the impact of furlough days across multiple pay periods and still use the time off consecutively. Impact on Benefit Status: Benefits that may be impacted by furloughs include WRS contributions and service time, sick leave accrual, wage insurance premiums, and deferred compensation contributions based on a percentage of wages. Furlough days will have no impact on vacation accrual dates or employee seniority. Furlough days will have no impact on an employee's date of service with the City.

5. Work Schedules and Hours of Work

Employee work schedules and hours of work will be altered to reflect the furlough days in either half-day or full-day increments. Employees will receive any required notice of such schedule change, consistent with any

other provisions of this employee Handbooks relating to scheduling. In no case will employees be given less than thirty (30) calendar days' notice before any furloughs. Supervisors are encouraged to work with employees to schedule furlough days at a mutually agreeable time so that employees may preselect furlough days, except when citywide shut-down day(s) have been agreed through this process, employees shall be furloughed on the shut-down day except emergency or necessary personnel. Employees shall not perform any work while on furlough, and employee workloads or time period needed to complete work will be adjusted in accordance with the time they are furloughed.

6. Impact on Leaves and Leave Status

If an employee is on leave that either removes them from the workforce or is of an intermittent nature, furlough days will still be assigned upon return to active status if the employee returns within the calendar year. Exceptions to this may be made on a case-by-case basis by the Human Resources Director, if such employees have absence without pay, which precludes implementation of furlough days (e.g., Disability Layoff). Recordkeeping and Payroll: Each department will record the assigned furlough days for departmental records. Furlough days will be entered into MUNIS as Furlough AWOP.

7. General Considerations

FLSA Requirements: Accurate time records will be kept for all employees during any week in which furlough days are assigned. Employees will be directed to perform no work during designated furlough days (or half-days). Exempt employees are directed not to work more than the standard number of hours for their workweek (38.75, 40 hours in a week, etc.) with a furlough day.

8. Disciplinary Suspensions

~~Disciplinary Suspensions:~~ No employee will be allowed to use unpaid suspensions as a substitute for assigned furlough days.

9. On-Call or Stand by status

Employees on either on-call or stand by status who are required to report on a furlough day will be paid in accordance with applicable City ordinances and Handbook provisions. Employees will be paid for actual hours worked. Any hours spent in furlough will count toward the assigned furlough, and the number of hours worked will be reassigned as furlough required hours on an alternate day.

10. Call-Ins

If an employee is called in to work on an assigned furlough day, they will be paid in accordance with applicable City ordinances and Handbook provisions.

11. Probationary Period/Trial Period

~~Probationary Period/Trial Period:~~ Probationary and trial periods will not be extended as a result of any furlough days served during the probationary or trial period.

~~C.~~D. Review

The decision to lay off or displace cannot be appealed or reviewed. The manner in which the layoff or displacement is implemented may be subject to review to the Personnel Board only if it is contrary to the provisions contained herein. Such review ~~shall~~will not delay the effective date of the layoff or displacement.

9. ~~DISCIPLINE~~MANAGING EMPLOYEE PERFORMANCE, SAFETY CONCERNS, AND APPEALS

A. Authority

1. ~~Discipline~~Performance Management

Performance management is the process of creating and maintaining a productive and efficient work environment where employees can meet their full potential. The City's Performance Management process is transparent, rooted in trauma informed supervision; centered on growth and development; and proactive and ongoing. This process begins during onboarding and continues throughout an employee's life cycle as expectations and goals are set; support and recognition is provided and review of performance occurs on a~~n~~ continuous basi~~e~~s.

The City utilizes several performance management tools including but not limited to; regular check-ins, annual check-ins, Team City awards, performance improvement plans, and discipline. Human Resource staff work with managers, supervisors, employees, and employee groups to determine the appropriate performance management tool for any given situation. Corrective action may be necessary to address when an employee fails to meet the standards expected of them. This corrective action can occur through coaching, accommodations, training, performance improvement plans, and/or discipline.

Performance improvement plans should be considered in situations when an employee is unable to meet the core functions of their position.

Discipline should be used when employees have shown the ability to complete the core position functions but show an unwillingness to complete these functions as directed.

Human Resource staff are available to assist City leaders with the appropriate next steps. When situations rise to the level of discipline any disciplinary action the City takes is to correct behavior and is not intended to be merely a punitive action.

Such disciplinary action will be administered pursuant to the standards of just cause and progressive discipline, except in cases of significant misconduct or when addressing employees who are probationary or in a trial period. Any Appointing Authority or agency head who is vested with disciplinary authority will be allowed full freedom in their action on such matters.

With the concurrence of the Human Resources Director, an Appointing Authority or agency head may place an employee on paid off-duty status in order to secure the workplace and/or the safety of employees, protect the integrity of the investigation, or for other appropriate reasons during an investigation of any alleged misconduct.

During the period of suspension of an employee or pending final action on appeal proceedings to review a suspension, demotion, or dismissal of an employee, the Appointing Authority may fill the vacancy created only by temporary appointment.

Agencies will develop a tracking mechanism in order to track the employee's name, policy violation or infraction, and discipline outcome which will be given to Human Resources to aid in the periodic review of process and practices with a racial equity and social justice lens.~~The City expects that all employees will come to work and follow work rules designed to protect the interests and safety of all clients, employees, and members of the general public. The City recognizes, however, that corrective action may be necessary when employees fail to meet the standards expected of them. The purpose of any disciplinary action that the City takes is to correct behavior and is not intended to be merely a punitive action. Such disciplinary action shall be administered pursuant to the standards of just cause, except for hourly/seasonal employees in CG15. Any Appointing Authority or department head who is vested with disciplinary or removal power shall be allowed full freedom in her/his action on such matters. With the concurrence of the Human Resources Director, an Appointing Authority or department head may place an employee on paid off-duty status in order to secure the workplace and/or the safety of employees, protect the integrity of the investigation, or for~~

~~other appropriate reasons during an investigation of any alleged misconduct.~~

~~During the period of suspension of an employee or pending final action on appeal proceedings to review a suspension, demotion, or dismissal of an employee, the Appointing Authority may fill the vacancy created only by temporary appointment.~~

2. Safety Concerns

Employees have the right to a safe work environment. Our City has a dedicated Safety Coordinator to assist the City and its agencies with addressing employee safety concerns. Many City agencies also have safety committees and some have dedicated safety staff. In the event that an employee is dissatisfied with the above mentioned processes they have the right to file a concern with their Appointing Authority. ~~If an employee believes the workplace is unsafe, s/he has the right to file a concern with his/ her Appointing Authority.~~ This concern ~~shall~~will be in writing. An Appointing Authority, or designee, will have 10 working days from the receipt of the complaint to meet with the employee to discuss the matter. If the matter is not resolved to the employee's satisfaction, the employee may follow the appeal process outlined below.

B. Appeal

Disciplinary action taken by the Appointing Authority or designee against a permanent or non-probationary hourly/seasonal employee or the Appointing Authority's, or designee's, failure to address a safety concern to the employee's satisfaction, may be appealed in compliance with the time limits and procedures outlined below:

1. Initial Appeal

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

a.~~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~~will 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 ten (10) days of the discipline giving rise to the grievance, or within ten (10) days of the time the employee knew, or should have known, about the discipline giving rise to the grievance with the exercise of reasonable diligence, but in no event more than thirty (30) 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~~will 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~~will be subject to the following procedures.

Step One Grievance:

The grievance ~~shall~~will 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~~will 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~~will furnish the employee with a written answer to the grievance, a copy of which ~~shall~~will be forwarded to the designated employee representative and the Employee and Labor Relations Manager.

Step Two Grievance:

The grievance ~~shall~~will 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~~Agency/Division Head with a copy sent to the Employee and Labor Relations Manager. The ~~Department~~Agency/Division Head, or their designee, ~~shall~~will, within 10 days of receipt of the grievance, confer with the employee and employee's representative before making their determination. Within five (5) days following the date of this meeting, the ~~Department~~Agency/Division Head ~~shall~~will furnish the employee with a written answer to the grievance, a copy of which ~~shall~~will be forwarded to the designated employee representative and the Employee and Labor Relations Manager.

Step Three Grievance:

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.

2. 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~~Agency/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~~will alternately eliminate names until the mediator is selected. The flip of a coin ~~shall~~will determine which party is to eliminate the first name. The parties ~~shall~~will immediately contact the selected person to ascertain the person's availability and willingness to undertake the mediation and ~~shall~~will 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~~will 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~~will 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.

3. 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 will identify the applicable handbook or policy provision, the grievance(s), the Agency 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 will submit a new list which will 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 will alternately eliminate names until the arbitrator is selected. The flip of a coin will determine which party is to eliminate the first name. The parties will immediately contact the selected person to ascertain the person's availability and willingness to undertake the arbitration and will 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 will be moot. This provision will 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.

4. Hearing

The hearing will 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 ~~,~~will have the authority to administer oaths and to issue subpoenas at the request of the parties and will be responsible for the fair and orderly conduct of the hearing and the preservation of the record. Attorneys representing any party may issue a subpoena consistent with Wis. Stats. §805.07. Any party requesting a subpoena will be responsible for the fees associated with the subpoena. All testimony ~~shall~~will be taken under oath and ~~shall~~will be recorded stenographically or by a recording machine under the supervision and control of the arbitrator. The arbitrator ~~shall~~will take such evidence, as in their 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~~will 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~~will 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~~will control.

In making their decision, the arbitrator ~~shall~~will 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~~will have no authority to change wage rates or salary schedules.

The arbitrator ~~shall~~will only decide the issue(s) submitted by the parties for arbitration and ~~shall~~will have no authority to determine any other issue. The arbitrator ~~shall~~will not submit observations of 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~~will be borne equally by both parties.

5. Decision

The arbitrator ~~shall~~will submit ~~his or her~~ their decision affirming or reversing the action with their 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.

~~1. Notification~~

~~Any employee who has completed his or her probation period shall receive a written statement of the reason for any disciplinary action taken against her or him. A copy of the written statement shall be supplied by the disciplining or discharging authority to the Human Resources Director not later than three (3) calendar days after the effective date of such action. Employees are responsible for ensuring that any notice is provided to her/his employee/association representative, where applicable. However, notices of pre-determination hearings will be provided to an employee/association representative, where applicable.~~

~~If an employee has filed a safety concern, the employee shall receive a written statement outlining what the department/division intends to do to remedy the situation, if anything, within 10 working days of meeting with the employee. A copy of the written statement shall be supplied by the Appointing Authority, or designee, to the Human Resources Director not later than three (3) calendar days after the statement was provided to the employee. If the Appointing Authority or designee fails to meet with the employee within 10 working days of receipt of the original concern, the employee may proceed with the appeal process by submitting to Human Resources a copy of the original safety concern with the date it was submitted to the Appointing Authority or designee.~~

~~2. Written Reply~~

~~The employee, or her/his employee/association representative, where applicable, shall have ten (10) calendar days from the date of the presentation of the written statement to file a written reply with the Human Resources Director as an answer or protest to the taking of such action.~~

~~3. Appeal~~

~~Any employee, or her/his employee/association representative, where applicable, who has filed a written reply with the Human Resources Director may, within three (3) calendar days after filing such reply, file an additional written notice with the Human Resources Director requesting an appeal of the disciplinary action or the department/division response to the safety concern. The Human Resources Director, or designee, shall, without delay, file a copy of the written statement of the reason for the disciplinary action/safety concern response, the written reply of the employee or representative, and the notice requesting an appeal, with the Board for its information. Before providing the information to the Board, the Human Resources Director, or designee, will assign the appeal an identifying case number that will be used on all public documents when referring to the matter in question.~~

4. Selection of an Appeal Examiner

Within ten (10) calendar days of the receipt of the appeal described in 3 above, the Human Resources Director, or designee, shall schedule a conference for the selection of an Appeal Examiner by the parties. At this and all subsequent proceedings, the affected employee may be represented by counsel, or her/his employee/association representative, where applicable, and the Appointing Authority or department head shall be represented by the City Attorney or her/his assistant. During this conference, the Human Resources Director, or designee, will clarify the positions of the parties and will attempt to mediate a resolution to the dispute. If mediation fails, the parties may agree upon an Appeal Examiner. If no agreement is reached, the Human Resources Director, or designee, shall, randomly, select five (5) names from the Appeal Examiner panel. The parties shall alternately eliminate names until the Appeal Examiner is selected. The flip of a coin shall determine which party is to eliminate the first name. The Human Resources Director, or designee, shall immediately contact the selected Appeal Examiner to ascertain the person's availability and willingness to undertake the hearing and shall notify the parties of acceptance. In the event of non-acceptance, the Human Resources Director, or designee, will go to the last Appeal Examiner struck and ask that person to serve as Appeal Examiner and this process will be repeated until an Appeal Examiner is confirmed.

5. Hearing

The Human Resources Director, or designee, shall transmit all documents to the Appeal Examiner within five (5) calendar days of acceptance of the hearing. As soon as is practicable thereafter, the Human Resources Director or designee shall schedule dates and secure a room for the hearing. All hearings shall be held in a public building. The Appeal Examiner 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 Appeal Examiner.

For hearings related to discipline or termination, the City shall have the burden of proof to substantiate and justify the action taken against the employee according to the standards of just cause by the preponderance of the evidence. The Appeal Examiner shall submit his or her determination affirming or reversing the action with the reasons therefore in writing to the Human Resources Director, and to the employee, counsel, or her/his employee/association representative, where applicable, within thirty (30) calendar days of the close of the hearing or the submission of the parties' briefs, if any, whichever is later.

For hearings related to safety concerns, the City shall have the burden of proof to justify its safety decision based on reasonableness of action. The Appeal

~~Examiner shall submit his or her determination affirming or reversing the action with the reasons therefore in writing to the Human Resources Director within thirty (30) calendar days of the close of the hearing or the submission of the parties' briefs, if any, whichever is later. The Human Resources Director shall mail a copy of the Appeal Examiner's determination to the last known address of each of the parties.~~

6~~7~~. Personnel Board Action

Within fourteen (14) calendar days of such mailing, either party may file with the Human Resources Director a written notice of appeal of the ~~Appeal Examiner~~Arbitrator's determination to the Board. Any such appeal ~~shall~~will be on the written record, the preparation of which ~~shall~~will be the responsibility of the party seeking the appeal. The appealing party ~~shall~~will supply a copy of the written record to the other party without charge. The written record ~~shall~~will be filed with the Human Resources Director within twenty (20) calendar days of the notice of appeal unless the Board extends such time. The Board ~~shall~~will receive no further evidence on the matter but may request additional briefs of the parties on matters which were raised before the ~~Appeal Examiner~~Arbitrator and ~~shall~~will permit the parties to provide briefs at the request of either party. The Board ~~shall~~will have the right to secure outside counsel if necessary during this process.

7~~8~~. Personnel Board Decision

Within sixty calendar (60) days of the receipt of the written record, the Board ~~shall~~will make and file its decision with the Human Resources Director. The Human Resources Director ~~shall~~will within five (5) calendar days mail a copy of the decision to the last known address of each of the parties. The ~~Appeal Examiner's~~Arbitrator's determination ~~shall~~will be affirmed if the Board determines that credible evidence in the record and subsequent briefs support it.

Deference ~~shall~~will be given by the Board to the decision of the ~~Appeal Examiner~~Arbitrator. If the determination is not supported by a majority of the Board, the Board may reverse the determination or modify it to serve the best interest of the City service.

In cases involving discipline or termination, either party may, within thirty (30) calendar days of the mailing of the Board's decision, commence judicial action to review the decision of the Board. If no party seeks judicial review within thirty (30) calendar days, the decision of the Board ~~shall~~will become final. In cases involving safety concerns, the decision of the Board is the final disposition of the matter.

~~C. Appeal Examiner~~

~~The City may contract with an Appeal Examiner to hear and determine appeals of disciplinary or discharge actions against City employees by any Appointing Authority, division or department head taken pursuant to this section, or the resolution of workplace safety concerns raised by an employee pursuant to this section. Any Appeal Examiner so engaged shall not be a City employee or entitled to any compensation or benefit other than those described herein:~~

~~1. Examiner List~~

~~The Human Resources Director, in cooperation with the employee/ association representatives, shall maintain a panel of at least fifteen (15) neutral individuals who have indicated a willingness to serve in such capacity and who are retired members of the judiciary, or currently on the list of arbitrators or mediators for the Wisconsin Employment Relations Commission or who are employed by the same as arbitrators or mediators.~~

~~2. Compensation~~

~~The Appeal Examiner shall be compensated at the Examiner's regular rate for the hearing and time spent composing the decision. Compensation for an Appeal Examiner will be split evenly between the City and the party appealing a disciplinary action or workplace safety concern.~~

~~D. Exceptions~~

~~The procedure contained in this subsection shall not apply to matters involving alleged discrimination, classification actions, layoff decisions, to amounts of salary increases, or to matters subject to a contractual grievance procedure.~~

10. RESIGNATION

~~A. Notice~~

An employee who voluntarily leaves City service ~~shall~~will be encouraged to submit written notice of resignation at least ten (10) business days prior to the effective date of resignation. The Appointing Authority or designee ~~shall~~will inform the employee of the City's exit interview process and will provide their Human Resource Analyst with the employee's follow up contact information if an exit interview is desired. ~~A permanent employee who voluntarily leaves City service shall submit a written notice of resignation at least ten (10) business days prior to the effective date of resignation. The Appointing Authority shall forward the letter of resignation to the Human Resources Department. Except for extenuating circumstances as determined by the Human Resources Director, failure of an employee to submit such timely resignation shall result in forfeiture of future employment eligibility.~~

~~**B. Non-Permanent Employees**~~

~~No letter of resignation shall be required~~.

11. REVIEW OF THE RULES

These rules will be reviewed as situations arise, or at least every five (5) years, and any proposed changes will be presented to the Personnel Board for review at that time. This review should be focused on equitable outcomes, collaborative and involve stakeholders at all levels of the organization including employee representatives.

12. GLOSSARY OF HUMAN RESOURCES TERMS

~~"Achievement History Questionnaire/Supplemental Questions" is an examination method that requires an applicant to respond to yes or no questions, multiple choice questions, or to describe, in writtenprovide written narrative fashion, the applicant's qualifications for a vacant positionresponses to specific job related questions. The questionnaire Supplemental Question is administered by the Human Resources Department and is designed to allow the applicant to present her/his background in the area of responsibility of the positionas part of the application process. Questionnaire Question responses are evaluated, as part of a testing process, by individuals with expertise in the job area to determine eligibility for certificationreferral to interview.~~

"Acting Appointment" is an appointment to a position ~~in Compensation Group 17, 18, 43 or 44~~ that is made to fill ~~a vacancy~~an open position directly or indirectly created when an employee holding a permanent position secured a leave of absence of at least six (6) months duration and/or in the event that such employee ~~shall~~will have been absent because of illness or injury for thirty (30) days and it is reasonable to expect such employee will not return for an additional one hundred fifty (150) days.

"Administrative Procedure Memorandum (APM)" is ~~one of a series of memoranda~~ a memo from ~~issued by~~ the Mayor's office to provide administrative information and directives. Major subject areas include: Finance and Accounting; Personnel; Administration; Supplies, Services and Equipment; Transportation and Traffic; and Buildings, Grounds and Lands.

"Americans with Disabilities Act (ADA)" is a federal law which gives civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, State and local government services, and telecommunications.

"Anniversary Date" is the date an employee starts in a position without impact on the person's overall seniority and is used to calculate when an employee receives step increases per the Compensation Plan. For instance, Employee A starts permanent full-time employment on 2/01/08. This is A's anniversary date until ~~s/he~~they reaches the top step. Thereafter, ~~s/he~~they essentially has no anniversary date until ~~s/he~~they gets promoted on 3/01/15. At that point, if A was placed at step 3, ~~her/his~~their anniversary date is 3/01/15 until ~~s/he~~they reaches the top step again.

"Applicant" is any individual who has completed the City of Madison application materials required for a~~-~~n open position~~vacancy~~.

"Applicant Pool" is a group of individuals who have completed the City of Madison application materials required for an open position ~~vacancy~~.

"Application Assessment" is a screening tool designed to examine an applicant's qualifications for an ~~vacant position~~open position. Applications are evaluated by

individuals with expertise in the job area and assigned points based on established criteria, as part of a testing process.

"Appointing Authority" means the Mayor, ~~Department~~ Agency ~~or Division head~~Head, commission, committee, board, or body having the power to appoint to or remove from ~~subordinate~~ lower-level positions in any City office, ~~department~~agency, commission, or board. An Appointing Authority may delegate the power of appointment to a ~~subordinate~~ lower-level position~~officer~~. In some cases, appointing authority is vested by state law in a board or commission.

"Appointment" is the offer and acceptance of a position in City government.

"Board" means Personnel Board.

"Candidate" is an applicant for an open ~~a vacant position who~~position who has been deemed to hold the minimum qualifications required for the position.

"Career Ladder" is the planned or intentional promotions in a job class based on increased complexity, knowledge, skill, and independence during an established time frame. For example, a Clerk 1 will be expected to move to a Clerk 2 after performing at an acceptable level for 2 years. ~~movement through a sequence of classes based on acquisition and application of knowledge, skills and abilities learned on the job and on an increase in the complexity and independence of the work. This type of movement is sometimes called "automatic progression" because all employees who are performing at an acceptable level are expected to move from one level to another in a standard established time frame.~~ Career ladder progressions must be specifically identified in the class specifications and typically require that the positions be budgeted at the full performance level. The class specification should also address what happens to an employee who fails to progress according to the career ladder.

"City of Madison Civil Service System" is the set of rules which define how positions are created, classified, and assigned to salary ranges, the different types of positions and appointments within City government, how a person can apply for and become appointed to a position, how employees can be moved within the Classification and Compensation Plans, employee performance management, how an employee can be removed from a position, the rights of the City to discipline its employees and the rights of employees to appeal disciplinary actions taken by the City.

"Civil Service Appointment" is an appointment to a budgeted full-time or part-time position identified in the Classification Plan of indefinite duration requiring continuous performance of a set of functions anticipated to last more than four (4) years for at least fifty percent (50%) of the regularly established full-time work week. The appointment is made in accordance with Civil Service selection procedures. The term "civil service appointment" and the term "permanent appointment" are used interchangeably

"Civil Service Examination" is a test designed to evaluate a candidate's knowledge, skills, and abilities in performing the duties of an open ~~a vacant~~ position and ensure that selection is based upon merit.

"Classification" is the grouping of positions having similar duties and responsibilities and requiring similar knowledge, skills, and abilities, education, training, and experience.

"Classification Plan" is the assignment of all positions to classifications within the Compensation Plan based on duties and responsibilities.

"Classification Reassignment" is the movement of an filled or vacant classification to a different salary range.

"Classification Series" is a grouping of related classifications that share some areas of qualifications, duties and responsibilities and have differences based on increases in those areas. Classification series often identify a career ladder or other progression pattern and typically include information about how employees move from one level to another and/or when competition is required. A classification series may be described in one consolidated classification specification or in separate but related classification specifications.

"Classification Specification" is a written description of the general duties and responsibilities associated with a classification as well as the knowledge, skills, and abilities, education, training/experience, and necessary special qualifications required of employees holding positions within the classification. The position standards set forth in the classification specification are descriptive and not restrictive—they ~~shall~~will not be ~~construed~~ used to limit or modify the power of the Appointing Authority to assign tasks or direct ~~and control~~ the work of employees under ~~her/his~~their supervision. The use of particular examples ~~shall~~will not be held to exclude others not mentioned that are of a similar kind or level and are not to imply that all those mentioned must be performed by all persons whose positions are so classified. This description of general duties, which is written by an HR professional, is the basis for a more specific set of duties (position description) usually written by a supervisor or manager in the appointing agency. There can be more than one position description for the same classification specification. For example, the classification specification could be Accountant 1. Someone at an agency could have a more specific position description describing the oversight of payroll and daily procurement transactions. Another employee could have a specific position description describing duties relating to large federal procurement projects and auditing.

"Classification Study" is a detailed analysis of a position, classification or group of classifications used to determine whether the current classification specifications accurately describe the work of the positions in the classification, whether new classifications are needed or whether classifications should be abolished, and/or whether classifications are assigned to an appropriate salary range.

"Comparative ~~Analysis~~Evaluation" is a screening tool designed to examine an applicant's qualifications for a vacant position. Applications are evaluated by Human Resources staff or individuals with expertise in the job area to determine eligibility, as part of a testing process~~, but instead of being rated by points,~~ the applicants are compared directly with other applicants to determine rank.

"Compensation Group" is a grouping of classifications identified by number and assigned to established salary ranges in the Compensation Plan. The groupings are generally based on similar knowledge, skills, abilities, experience, complexity, and independence of the classifications, as well as ~~shared attributes of the classifications, such as~~ bargaining unit status, supervisory/ professional requirement status, ~~department,~~agency, or other commonalities.

"Compensation Plan" is the assignment of classifications to compensation groups and salary ranges.

"Demotion" is the movement of an employee with permanent status from a position in one classification to a position in another classification that has a lower salary range maximum.

"Diversity" refers to the variety of differences among people in an organization, encompassing race and ethnicity, gender, ~~ethnic group,~~ age, sexual orientation, personality, tenure, organizational function, education, background and more.

"Eligible List" is a list of candidates who have ~~successfully completed~~passed ~~any~~ required civil service exam(s) and are ~~deemed eligible and~~ qualified to interview for an open~~for referral to a vacant~~ position by the Human Resources Director or designee.

~~*"Emergency Appointment"* An appointment to a limited term position, for a period not exceeding thirty (30) working days, for which the need could not have been anticipated.~~

"~~Encumbered~~ Filled position" is a permanent or limited term position budgeted ~~for the performance of identified duties~~ and filled by an employee.

"Equal Employment Opportunity" is equitable treatment in employment, promotion, training, and other personnel actions without regard to race and ethnicity, gender, age, sexual orientation, or any other protected classes.~~describes personnel actions including hire, tenure, or term and condition or privilege of employment being based on the ability to perform the duties and responsibilities assigned to the particular position without regard to age, race, creed or religion, color, disability, marital status, sex (gender), arrest or conviction record (unless the conviction is directly related to the duties and responsibilities of the position in question), national origin, ancestry, sexual orientation or political beliefs.~~

"Equal Employment Opportunity Commission (EEOC)" is the federal agency that enforces the Civil Rights Act of 1991, the Americans with Disabilities Act (ADA), and other employment-related civil rights laws.

"Essential Functions or Duties" refers to fundamental job duties required of the employee holding the position. These duties are described in the position description. Essential functions are identified to assist employers in complying with the ADA. Reasonable accommodations are based on the essential functions of a position.~~refers to fundamental job duties required of the employee holding the position, exclusive of marginal functions. Essential functions are identified to assist employers in complying with the ADA. Reasonable accommodations are based on the essential functions of a position, not the marginal functions.~~

"Evaluation Period" is the period of time, generally six (6) months, following an employee placement as the result of a reasonable accommodation during which the employer determines if the employee is performing at acceptable levels.

"FTE" refers to a full-time equivalent. A person working in a half-time position is considered to be working at 0.5 FTE.

"Highly Specialized Position" is a position that requires specific specialized skills, knowledge, training and education that cannot be readily or easily trained to other city staff within the agency ~~department~~ without a decrease or compromise in city services.

"Involuntary Demotion" is the involuntary movement of an employee to a position in another classification that has a lower salary range maximum without adherence to selection procedures.

"~~Job Analysis~~Position Study" is a detailed analysis of a position or group of positions used to determine the appropriate classification and salary range.

"Job Announcement" is the official Human Resources document used for the recruitment for a vacant position. While it closely parallels the class specification, it may be modified to describe a specific position and include such information as hours of work, method of selection, special types of appointments, ~~probation period,~~ need for a vehicle or licensing, and other requirements.

"Job Family" is a group of jobs closely related by similarities in wages or salaries, level of responsibility and comparability to existing federal job family definitions. The composition of each job family is based on the Department of Labor Dictionary of Occupational Titles and is determined by the Director of Civil Rights, in conjunction with the Human Resources Director, or designee.

"Knowledge, Skills and Abilities (KSAs)" are the desired attributes listed in job announcements and classification specifications needed for an employee to be successful in a position. These are used to determine minimum qualifications required for a position.

~~are the attributes listed in job announcements and classification specifications as requirements for a position that an applicant must possess in order to be considered qualified for participation in a recruitment process and other employment actions.~~

"Layoff" is a reduction in work force for any reason other than discipline.

"Layoff Unit" is generally an employee's ~~department~~agency, unless the ~~department~~ agency is divided into divisions, in which case the division represents the layoff unit.

"Limited Term Appointment" is an appointment to a budgeted part-time or full-time position which requires continuous employment for the duration of a project or projects anticipated to last less than four (4) years. This is also referred to as Limited Term Employment or a Limited Term Employee (LTE).~~at least 50% of the regularly established full-time work week for the duration of a project or projects anticipated to last less than four (4) years.~~

"Lower Classification" is a position in a classification with a lower salary range maximum than a different position in the Classification Plan.

"Memorandum of Understanding (MOU)" is a signed document confirming an agreement between a labor ~~union~~ Union or association and the Human Resources Director, or designee, generally designed to resolve a difference of interpretation or intent of a current labor contract or past practice.

"Non-Civil Service Appointment" is an appointment made to fill an open position ~~vacancy or a newly created position~~ that has been specifically excluded from the civil service system by the ordinances.

"Oral Board Interview" is ~~a structured oral examination~~a structured interview of applicants qualified to compete for a posted position. ~~The oral board interview is designed to allow the applicant to present her/his background in the area applicable to the position.~~ Oral Board Interviews are administered by the Human Resources Department and conducted by a panel of individuals who have expertise in the job area.

"Permanent Appointment" is an appointment to a budgeted full-time or part-time position ~~identified in the Classification Plan~~ of indefinite duration ~~requiring continuous performance of a set of functions anticipated to last more than four (4) years for at least fifty percent (50%) of the regularly established full-time work week.~~. The appointment is made in accordance with Civil Service selection procedures. The term "civil service appointment" and the term "permanent appointment" are used interchangeably

"Personnel Board" is a board consisting of five (5) members appointed by the Mayor, subject to confirmation by a majority of the members of the Common Council. The Personnel Board is authorized by the Madison General Ordinance to review and recommend rules for administration of the City of Madison Civil Service System.

"Person with a disability" is one who, for purposes of these rules:

(a) Has a physical or mental impairment which substantially limits one or more major life activities; or

(b) ~~h~~Has a record or history of such an impairment; or

(c) Is perceived by others as having such an impairment.

"Position" is a job budgeted on a full-time or part-time basis, comprising a set of duties and responsibilities performed by an employee.~~is the group or set of duties and responsibilities requiring the services of an employee, budgeted on a full-time or part-time basis.~~

"Position Allocation" is the placement of a position within a classification based on the essential duties assigned to the position following a job analysis.

"Position Description" is more detailed than a classification specification and describes a specific job, rather than a broad class of jobs. A position description is a written account of the following:

(a) The duties, functions and responsibilities assigned to a specific position and the percentage of time spent on each.

(b) The minimum necessary knowledge, skills, and abilities required to perform the functions of a position.

(c) Special tools and equipment needed to perform the job.

(d) Required licenses and/or registrations.

(e) Physical requirements

(f) The level and type of supervision received.

(g) Signature of supervisor and ~~incumbent~~employee (if not vacant)

(h) If the position is responsible for supervising other positions, a Supervisory Analysis Form outlining the position's supervisory responsibilities will be attached to the position description.

"Probation Period" is the time during which a newly hired employee's performance, conduct and general suitability for the job are critically evaluated to determine whether the employee ~~shall be continued in the service~~will be retained in the position.

"Promotion" is the movement of a permanent employee from one classification to another classification having a higher salary range maximum through the application of the Selection Process.

"Provisional Appointment" is a temporary appointment, for up to six (6) months, to a position for which there is no eligible list. Extensions can be granted by the Common Council at the request of the Human Resources Director or designee.

"Qualified ~~Individual~~ Person with a Disability" is an individual with a disability who meets the minimum requirements of a position and who, with or without a reasonable

accommodation, can perform the essential functions of the position that such individual holds or desires.

"Reallocation" is the movement of a budgeted position from one classification to another based upon:

(a) A logical and significant change in duties and responsibilities.
(b) The determination that a position is inappropriately compensated.
(c) The creation of a new classification.
(d) The deletion of an existing classification.
(e) A change in the level of accountability resulting from reorganization.
(f) The correction of an error in the previous assignment of a position.

~~Incumbent~~Employees may be reallocated with the position or the position may be posted and filled through the competitive process, depending on the reason for the reallocation.

"Reasonable Accommodation" is the adjustment or modification to a job duty, employment practice, or the work environment that makes it possible for a qualified individual with a disability to perform the essential function(s) of the position that they hold or desire.

~~*"Reassignment"* is the movement of an encumbered or vacant classification to a different salary range.~~

"Recall" is the act of returning a previously displaced or laid off employee to ~~her/his~~their previously held position and classification.

"Recall List" is a list compiled and kept by the Human Resources Director or ~~her/his~~their designee. Such lists are maintained by layoff unit and contain the name(s) of each employee laid off or displaced, the employee's address, classification, and the date the employee was laid off/displaced.

"Reclassification" is the movement of a filled~~n encumbered~~ position to a different classification based upon a significant logical and gradual change to the duties and responsibilities of that position.

"Red Circle" is the act of freezing a current employee's salary at the existing rate of pay prior to demotion until the salary level of the lower-level position meets or exceeds the employee's frozen rate of pay.

"Referral" is the process by which the Human Resources Director officially provides to the Appointing Authority the names of candidates from the eligible list who are eligible and qualified for appointment to a position being filled.

"Reinstatement" is the act of hiring the former employee of a permanent position within ~~five~~ two (2) ~~(5)~~ years of the date of resignation.~~is the act of hiring the former incumbent~~

~~of a permanent non-represented position to a vacant position within the same classification within one (1) year of the date of her/his resignation.~~

"Requisition" is the official document submitted online by a City Agency to the Human Resources Department requesting that a position be filled.

"Salary Advancement" is the process of moving an employee's pay upward through the steps within a salary range. Advancement occurs on the first day of the pay period following the completion of the months of service required for advancement.

"Salary Range" is the monetary value(s) associated with classifications of similar scope and responsibility as recorded in the Compensation Plan.~~is the monetary value associated with classifications of similar scope and responsibility as recorded in the Compensation Plan.~~

"Seniority" is a measure of an employee's time on the City payroll including time off for compensable periods of absence from duty such as vacation and sick leave and reduced by time on leave of absence without pay, time on layoff status, and time spent working at less than 1.0 FTE.

"Stagehand" is any person working under the terms of the IATSE labor agreement.

"Supplemental Questions" is an examination method that requires an applicant to respond to yes or no questions, multiple choice questions, or to provide written responses to specific job related questions. The Supplemental Question is administered by the Human Resources Department as part of the application process. Question responses are evaluated, as part of a testing process, by individuals with expertise in the job area to determine eligibility for referral to interview.

"Temporary employee" is an employee category encompassing emergency, provisional, limited term, and hourly/seasonal appointments.

"Trainee Designation" is a designation given to a position filled by an individual who does not currently have the minimum training and experience requirements to qualify for the position. The trainee designation gives the City the ability to place the employee in the position but with a plan to allow the individual to obtain the minimum training and experience requirements within a specified time frame.

"Trial Period" is the time during which a newly promoted employee or an employee who has been competitively selected for a lateral transfer or demotion has their performance, conduct and general suitability for the job critically evaluated to determine whether such employee ~~shall~~will be retained in the position. Upon successful completion of the trial period the employee ~~shall~~will be "permanent" in the new position. During the trial period the employee ~~shall~~will be returned to their former position if either the employee or the employer so decides and if the position still exists in the agency budget. If the position no longer exists, the employee will have any layoff rights that they would have had at the

time the position was eliminated.~~is the time during which a newly promoted employee or an employee who has been competitively selected for a lateral transfer or demotion has her/his performance, conduct and general suitability for the job critically evaluated to determine whether such employee shall be continued in the position. Upon successful completion of the trial period the employee shall be "permanent" in the new position. During the trial period the employee shall be returned to her/his former position if either the employee or the employer so decides and if the position still exists in the agency budget. If the position no longer exists, the employee will have any layoff rights that s/he would have had at the time the position was eliminated.~~

"Transfer" is the movement of a qualified employee from one classification to another classification within the same or similar salary range or from one position to another position within the same classification but in a different ~~department~~ agency or division.

"Vacancy" is either a newly created position or an existing position no longer occupied by an employee.~~is either a newly created position or an existing position no longer occupied by an incumbent.~~

"Voluntary Demotion" is the voluntary movement of an employee to a position in a lower classification without adherence to selection procedures. In order for an employee to receive a voluntary demotion, the employee must possess the minimum required qualifications for the new position and must receive approval of the Appointing Authority and the Hunan Resources Director.