

**BODY -- LEGISTAR # 36081**

DRAFTER'S ANALYSIS: The passage of 2011 Wisconsin Act 10 and 2011 Wisconsin Act 32 altered the labor/management relationship for the City of Madison and its represented employees. With the expiration of the labor agreements, the City and its labor partners sought to develop a new approach to labor relations based on an interest based problem solving model to resolve conflict. These ordinance changes to Sec. 3.53, MGO, along with changes to the Personnel Rules, the creation of the General Municipal Employee Handbook and the new Employee Relations Committee created by Sec. 33.10, MGO, are the result of approximately two years and 30 meetings with representatives of labor and management. This ordinance eliminates a number of civil service and personnel rules in the ordinance, and a new set of rules, very similar to what existed in the ordinance, are adopted in the Personnel Rules. The Common Council will be required to approve any changes to these rules by resolution. The ordinance retains a grievance procedure for all non-represented employees.

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The Common Council of the City of Madison do hereby ordain as follows:

1. Section 3.53 entitled "Civil Service System" of the Madison General Ordinances is amended to read as follows:

**"3.53 CIVIL SERVICE SYSTEM.**

- (1) Civil Service Created - Exceptions Therefrom. There is hereby created a civil service system for the City of Madison. The term Civil Service System is defined as those provisions contained in or promulgated pursuant to Section 3.53 of the Madison General Ordinances and the City of Madison Personnel Rules. All City officers and employees except those specified below shall be selected, hold their status and be subject to Section 3.53 of the Madison General Ordinances.
  - (a) Officials elected by the people.
  - (b) ~~All employees of the Madison Board of Education including the teaching staff and school librarians.~~
  - (c) The Mayor.
  - (d) Members of committees, boards and commissions who do not otherwise hold civil service status.
  - (e) Election officials who do not otherwise hold civil service status.
  - (f) Commissioned personnel of the Police and Fire Departments subject to Section Wis. Stat. § 62.13 of the Wisconsin Statutes.
  - (g) Crossing guards except where named in specific provisions.
  - (h) Assistant to the Mayor. (Editor's Note: See Section 3.04).
  - (i) All positions in Compensation Group 19.
  - (j) All positions in Compensation Group 21.
  - (k) ~~Director of Equal Opportunities Commission.~~
  - (l) ~~City Attorney.~~

~~This is a Charter Ordinance and shall be effective upon sixty days from passage and publication subject, however, to the referendum procedures of Wis. Stat. §66.0101(5).~~
  - (m) ~~Secretary to Mayor.~~
  - (n) ~~Reserved for Future Use.~~
  - (o) ~~Legislative Analyst.~~
  - (p) ~~Mayor's Committee Coordinator.~~
  - (q) ~~City Assessor.~~

~~This is a Charter Ordinance and shall be effective upon sixty (60) days from passage and publication subject, however, to the referendum procedures of Wis. Stat. §66.0101(5).~~
  - (r) ~~Research Assistant.~~
  - (s) ~~Director of Department of Employment and Training.~~
  - (t) ~~Executive Director, Community Development Authority.~~
  - (u) ~~Water Utility General Manager.~~
  - (v) ~~Director of Planning and Community and Economic Development.~~
  - (w) ~~Affirmative Action Division Manager.~~
  - (x) ~~Director of Public Health for Madison and Dane County.~~
  - (y) ~~Civil Engineer Trainee - DOT.~~
  - (z) ~~Fleet Service Superintendent.~~
  - (aa)

- ~~(bb)~~ Human Resources Director.
  - ~~(cc)~~ Housing Monitors employed under Section 3.54(4) of these ordinances to provide security services at public housing sites owned and operated by the Community Development Authority.
  - ~~(dd)~~ Library Director.
  - ~~(ee)~~ Reserved for Future Use.
  - ~~(ff)~~ The Monona Terrace Sales/Public Relations Manager and Monona Terrace Sales Associates employed under Sections 3.19(18) and 3.54(1)(i)1. of these ordinances.
  - ~~(gg)~~ The Monona Terrace Gift Shop Manager employed under Sections 3.19(19) and 3.54(1)(i)1. of these ordinances.
  - ~~(hh)~~ Special Code Enforcement Officers employed under Section 3.54(2)(d) of these ordinances.
  - ~~(ii)~~ Reserved for Future Use.
  - ~~(jj)~~ City Treasurer.
  - ~~(kk)~~ City Clerk.
  - ~~(ll)~~ Director of the Department of Civil Rights.
- (2)~~(3)~~ Personnel Board.
- (a) ~~A Board of Personnel~~ Personnel Board is hereby established which shall consist of five (5) members to be appointed by the Mayor, subject to confirmation by a majority of the members of the Council. No person shall be appointed to said Board who holds any office or employment in the City government. The members of said Board shall be qualified electors of said City and shall serve without compensation. The members of said Board shall be individuals who are in sympathy with the merit system; and at least one (1) of such members shall be a representative of organized labor, provided the representative of organized labor is not directly affiliated with any labor organization which has a contract with the City.
  - (b) Upon expiration of the term of office of any member of the ~~Board of Personnel~~ Personnel Board, the Mayor shall on the third Tuesday of April of each year appoint, subject to confirmation by a majority of the members of the Council, successor members of said Board to hold office for a term of three (3) years from the first day of May next succeeding appointment and until a successor is appointed and qualified confirmed. The Board shall elect one (1) of its members as Chair of the Board who shall be a voting member of the Board in all matters.
  - (c) Vacancies shall be filled by appointment in the original manner for the unexpired term. Each member of the Board shall serve until a successor is appointed and qualified confirmed.
  - (d) A two-thirds (2/3) vote of all members of the Council shall be required to remove any member of said Board from office prior to the expiration of his term of office.
  - (e) Upon appointment each member shall take the official oath required by ~~Section Wis. Stat. § 19.01 of the Wisconsin Statutes~~, which shall be filed with the City Clerk.
  - (f) The Board shall hear appeals in any matter authorized ~~pursuant to Section 3.53 or by the Personnel Rules~~ in accordance with the appeal procedures set forth therein; provided, however, that there shall be no appeal to the Personnel Board in any matter which is grieved or grievable under a labor agreement with the City.
- (4)~~3~~ Rules and Regulations. The Personnel Board shall formulate rules and regulations for the administration of said civil service system, which, with amendments thereto, shall be subject to approval by the Common Council. ~~The provisions of all such rules and regulations shall be construed to be consistent with the provisions of the Madison General Ordinances~~ The Personnel Rules will be reviewed at least every five (5) years and shall be adopted by the Common Council with the full force and effect of an ordinance. Such rules The Personnel Rules shall provide for the following matters:
- (a) The classification of all positions in the civil service on the basis of duties and qualifications.
  - (b) The selection, employment, training, probation, promotion, suspension, demotion, layoff, and discharge of all persons in the civil service.
  - (c) 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.
  - (d) The nature, use, and duration of eligible lists.

- (e) Rules for the conduct of disciplinary hearings by an Appeal Examiner and the conduct of appeals by the Board of Personnel Personnel Board.
- ~~(5) Types of Positions.~~
  - ~~(a) Permanent Position: A budgeted part-time or full-time position of indefinite duration requiring one 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.~~
  - ~~(b) Limited Term Position: 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 projects which is/are anticipated to last less than four (4) years.~~
  - ~~(c) Hourly Position: A part-time or full-time position used to perform work of a short-term, peak workload, cyclical/seasonal, or other nonpermanent nature which 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. Any extensions or exceptions to these provisions must be approved by the Board of Estimates. This definition shall be effective January 1, 1985, and shall apply to any position meeting that requirement after that date.~~
- ~~(6) Types of Appointments.~~
  - ~~(a) Civil Service Appointment: An appointment in accordance with the selection procedures prescribed herein.~~
  - ~~(b) Non-Civil Service Appointment: An appointment made to fill a vacancy or a newly created position which has been previously specifically excluded from the civil service system.~~
  - ~~(c) Limited Term Appointments:
    - 1. An appointment during the leave of absence of a permanent employee to a permanent, budgeted position as defined in Section 3.53(5)(a) above, or
    - 2. An appointment to a limited-term position as defined in Section 3.53(5)(b) above.~~
  - ~~(d) Emergency Appointment: An appointment for a period not exceeding ten (10) days for work for which the need cannot be anticipated.~~
  - ~~(e) Provisional Appointment: An appointment to a position for which there is no eligible list. The Human Resources Director may approve provisional appointments on a limited basis while a position is being studied or while the Human Resources Department is actively working to fill a position on a permanent basis. Provisional appointments in excess of six months shall require council approval.~~
  - ~~(f) Acting Appointment: An appointment to a position in Compensation Group 17, 18, 43 or 44 which is made to fill a vacancy directly or indirectly created under circumstances when an employee holding a permanent position shall have secured a leave of absence of at least six (6) months duration and/or in the event that such employee shall 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. Such vacancies shall be filled in the same manner as "permanent" position vacancies and employees filling such vacancies shall in all ways be treated as other promoted employees except that such employees shall have the title of "acting" added to their job title. Should the employee in Compensation Group 17, 18, 43 or 44 holding permanent status in the position to which the acting appointment was made return to work in that position, the "acting" employee shall return to the position held prior to the acting appointment and pay and other benefits to that employee shall be as though no promotion to an acting appointment had occurred. In the event that it is determined that the "permanent" employee will not return, the "acting" appointment will automatically become a permanent appointment.~~
  - ~~(g) Appointments under the foregoing definitions shall be subject to provisions of this section so far as applicable, but to the extent the Personnel Board finds it necessary to permit variances to meet temporary or recurring exigencies, it may establish rules permitting modifications in procedure, provided that any such rules shall be based on the principles of merit.~~
  - ~~(h) The Human Resources Director, with the approval of the Mayor, and of the Common Council if the term is for longer than thirty (30) days, is authorized to double-fill any position.~~
- ~~(7) Selection Process. The selection process is defined as the process by which a vacant position is filled. A vacant position is either a newly created position or an existing position no longer~~

occupied by an incumbent. The selection process includes recruitment, candidate evaluation, certification and final appointment.

- (a) — The City may contract or otherwise arrange for such technical services as may be desired, including the giving of examinations, in connection with personnel selection and administration.
  - (b) — The Council shall appropriate funds as, in its judgment, are necessary to carry out the provisions of this ordinance. Every City office, division, or department shall upon request cooperate in the operation of the civil service system, including the temporary loan of personnel.
  - (c) — The Human Resources Director shall require persons applying for admission to any examination provided for by Section 3.53 or by the personnel rules, to file a completed formal application for employment on the form provided in the Office of the Human Resources Department at a specific time prior to the proposed examination.
  - (d) — The Human Resources Director may, in connection with such application, require such certificates of immigration or visa status, physician's certificates, license certificates, educational achievement certificates, or any other documentation which bears upon an applicant's qualifications or eligibility.
  - (e) — The Human Resources Director may refuse to examine an applicant, or after examination may refuse to certify as eligible any applicant who is found to lack any of the requirements established for the position of employment for which the person has applied; or any applicant who had made a false statement of any material fact; or 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 has secured or attempted to secure any improper advantage in the examination process; or has practiced, or attempted to practice any deception or fraud in the selection process of any such application, certificate filed in connection with or in securing eligibility or appointment, or who refuses to furnish testimony as required by law, and any applicant who commits any such act or acts shall, if hired, be subject to dismissal.
  - (f) — No person shall be given employment in the civil service until the appointment authority shall have notified the Human Resources Director in writing of the need for such employee in such manner as the personnel rules and other lawful regulations may prescribe, and the Human Resources Director shall have in writing certified such person as eligible for appointment.
  - (g) — 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 position opening and the time of selection, the position shall not be filled; rather, the position as changed shall be posted again and a new application and selection process will be started.
- (8) — Certification Process.
- (a) — Certification is the process by which the Human Resources Director officially declares on forms provided for such purpose that candidates so certified are eligible and qualified for selection, from appropriate eligibility lists, for the position to which certification is made. No appointing authority shall make a selection without such certification in writing from the Human Resources Director.
  - (b) — Certification Procedure. Upon receiving written notice that a position in the civil service is to be filled, the Human Resources Director, or designee, shall forthwith certify the names and addresses of the four (4) highest ranking eligible candidates from the most appropriate eligible list, or of qualified candidates eligible through transfer, reinstatement, or demotion. In case of two (2) vacancies in the same classification, two (2) additional ranks shall be certified for each additional vacancy up to a maximum of twenty (20) ranks.

In situations where a position falls in a job family that is underutilized, the Human Resources Director, or designee, shall certify the names and addresses of the eight (8) highest ranking eligible candidates from the most appropriate eligible list as provided above. In case of two (2) vacancies in the same classification, two (2) additional ranks shall be certified for each additional vacancy up to a maximum of twenty (20) ranks. The Human Resources Director and Affirmative Action Division Manager shall annually update the job family utilization data.

~~(9) Appointment Procedure.~~

- ~~(a) The term "appointing authority" shall mean the Mayor, Department/Division Head, Commission, Committee, Board or body having the power of appointment to, or removal from, any subordinate position in the civil service system. An appointing authority may delegate the power of appointment to a subordinate officer providing such delegated authority is in writing and a copy filed with the Human Resources Director. (Am. by Ord. 10052, Adopted 6-19-90; Renum. by ORD-07-00048, 4-12-07)~~
- ~~(b) The appointing authority may appoint one (1) of the persons whose name is so certified to any such position. When there are less than four (4) names on the eligible list, certification of those on said list shall be made and unless the appointing authority makes written objection to the certification, appointment shall be made under the Personnel Rules.~~
- ~~(c) The Mayor upon recommendation of the respective heads of offices, divisions or departments, shall appoint or reinstate from certified persons on eligible lists, which lists have been established pursuant to the rules and regulations adopted under the authority of this ordinance. In those cases where such appointing authority is by state law vested in a board or commission, such body shall function as the appointing authority. In case any statute or other law requires certain standards of any appointee, only those persons who can meet such standards as well as qualify under this ordinance shall be eligible for appointment.~~

~~(10) Appointments in the Civil Service.~~

- ~~(a) (R. by ORD-13-00207, 12-10-13)~~
- ~~(b) Reinstatement. The former incumbent of a permanent non-represented position may apply for reinstatement to his or her former position within one (1) year of the date of his or her resignation. The position must be a currently authorized vacancy and the former incumbent must compete for the vacant position in accordance with the normal civil service selection process. If the former incumbent is selected, all rights and benefits in effect as of the date of his or her resignation shall be restored, but with no further accrual of benefits during the period of absence from City employment.~~

~~(11) Notice of Vacancies.~~

- ~~(a) Upon receiving notice of a vacancy of any position in the civil service, the Human Resources Department shall forward written notice of such vacancy or vacancies to every member of the Common Council prior to the commencement of recruitment or the taking of any other action to fill such positions.~~
- ~~(b) The Police Chief and the Fire Chief shall each forward a written notice of all vacancies occurring in their respective departments which are to be filled pursuant to the provisions of Wis. Stat. § 62.13, by either recruitment, promotion or otherwise, to every member of the Common Council prior to the commencement of recruitment or the taking of any other action to fill such vacancies.~~
- ~~(c) The filing of written notice of vacancies in the Office of the Common Council for posting and distribution pursuant to administrative directive or the emailing of such notices to Alders shall fulfill the requirements of forwarding written notice of vacancies to every member of the Common Council as set forth above.~~

~~(12) (a) Promotions. Promotion is defined as the movement of an employee from one classification to another classification having a higher salary range. The Personnel Board shall establish rules for the administration of promotion to assure that promotional criteria are based on principles of merit and equal opportunity.~~

- ~~(b) Trial Period. In cases of promotion, lateral transfer, or competitive demotion to a permanent position, the employee shall serve a minimum trial period of six (6) months following the date of promotion, lateral transfer, or competitive demotion during which time, the employee shall be returned to her/his former position, if either the employee or employer so decides. Upon successful completion of the trial period, the employee shall be "permanent" in the new position.~~

~~(13) Transfers. Transfer is defined as the movement of an employee from one classification to another classification in the same or similar salary range or from one position to another in the same salary range in a different division or department.~~

- ~~(a) Transfers to positions with essentially identical job duties and qualifications may be accomplished with the agreement of the appointing authority(s), the Human Resources Director and the affected employee.~~

- (b) — Transfers to positions in the same salary range but with differing job duties and qualifications may be accomplished with the agreement of the appointing authority(s), the Human Resources Director and the affected employee.
- (14) — (R. by Ord. 8735, 11-29-85)
- (15) — Demotion. Demotion is defined as the movement of an employee from one classification to another classification having a lower salary range.
- (a) — Involuntary Demotion. Involuntary demotions may be accomplished without resorting to the selection procedures set forth herein and may be appealed pursuant to Sec. 3.53(16).
1. — In instances of involuntary demotion, a new probationary period must be served by the affected employee in accordance with Sec. 3.53(17).
  2. — An employee who has been involuntarily demoted shall have his/her salary set at the same step in the new salary range.
- (b) — Voluntary Demotion. Voluntary demotions may be accomplished without resorting to the selection procedures set forth herein upon agreement of the appointing authority(s), the Human Resources Director and the affected employee.
1. — Employees who agree to voluntary demotion shall not be required to serve a new trial or probationary period.
  2. — Salary shall not be reduced as a result of voluntary demotion without agreement of the employee. Base rate salary shall be frozen in the amount existing at the time of such voluntary demotion and until such time as the base rate salary of the new position of the affected employee increases above the employee's frozen salary rate.
- (c) — A competitive demotion is defined as and shall be accomplished by the movement of an employee from a permanent position to another permanent position in a lower salary range through regular civil service selection procedures. In cases of competitive demotion, the employee's new salary shall be at the step closest to her or his previous salary not exceeding the maximum of the range. The employee shall serve a trial period in the new position.
- (16) — Removals, Suspensions, Discharges, Reductions, Dismissals, Layoffs, Resignations and Procedure for Appeal.
- (a) — Disciplinary Authority. Any appointing authority or department head in whom is vested disciplinary or removal power, shall be allowed full freedom in his or her action on such matters, it being the intent and spirit of this ordinance to provide a fair and just approach to municipal employment for every inhabitant of the City in order that City employees may be selected on a basis of merit, but in no sense, to handicap or curtail responsible administrative officers in securing efficient service. With the concurrence of the Human Resources Director, an appointing authority may place an employee on paid off-duty status in order to secure the workplace and/or the safety of employees during an investigation of any alleged misconduct. All persons holding positions in the civil service shall be subject to suspension without pay for a period of not exceeding ninety (90) working days within one (1) year, except that employees who are exempt from the provisions of the Fair Labor Standards Act shall not be subject to disciplinary suspensions of less than one week and, except that extensions of such suspension may be made pending any investigation and hearing, or to demotion or removal from office or employment or reduction in pay by their appointing authority, division, or department head for misconduct, incompetence, inefficiency, or failure to perform duties, or to observe the rules and regulations of the department, office or board. In all such cases, the affected permanent employee may appeal the action taken in the manner prescribed in Subdivision (b) hereof.
- (b) — Appeals.
1. — Any permanent employee who has completed his or her probationary period shall receive a written statement of the reason for any such action taken against him or her, a copy of which shall be supplied by the disciplining or discharging person to the Human Resources Director, not later than three (3) calendar days after the effective date of such action. The employee shall have ten (10) calendar days from the date of the presentation of such statement to file a written reply thereto with the Human Resources Director as an answer or protest to the taking of such action. Any employee against whom such action has been taken and who has filed a written answer or protest, may, within three (3) calendar days after filing

~~such answer or protest, file a written notice with the Human Resources Director requesting a review of such action. The Human Resources Director shall, without delay, file a copy of said reasons, the answer or protest of the employee and the notice requesting review, together with such other information as may be provided for in the rules and regulations, with the Personnel Board, for its information.~~

- ~~2. Within ten (10) calendar days of the receipt of the notice, the Human Resources Director 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 and the appointing authority, division or department head, shall be represented by the City Attorney or his assistant. An Appeal Examiner may be agreed upon by the parties. If no agreement is reached, the Human Resources Director shall, by lot, 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 shall immediately contact the selected person 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 selection process will be repeated until an Appeal Examiner is selected.~~
- ~~3. The Human Resources Director 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 Appeal Examiner shall schedule dates and proceed with 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. 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. The City shall have the burden of proof to substantiate and justify the action taken against the employee 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 within thirty (30) calendar days of the close of the hearing or the submission of the parties' briefs, if any, whichever is later, and the Human Resources Director shall immediately mail in the normal course of business a copy of the determination and reasons therefore to the last known address of each of the parties.~~
- ~~4. 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's determination to the Personnel Board. Any such appeal shall be on the written record, the preparation of which shall be the responsibility of the party seeking the appeal. The appealing party shall supply a copy of the written record to the other party without charge. The written record shall be filed with the Human Resources Director within twenty (20) calendar days of the notice of appeal unless such time is extended by the Personnel Board. The Personnel Board shall receive no further evidence on the matter but may request additional briefs of the parties.~~
- ~~5. Within sixty (60) calendar days of the receipt of the written record, the Personnel Board shall make and file its Decision and its reasons therefore with the Human Resources Director who within five (5) calendar days thereafter shall mail in the normal course of business a copy of the decision and reasons therefore to the last known address of each of the parties. The Appeal Examiner's determination shall be affirmed if it is supported by the credible evidence in the record. If the determination is found not to be so 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. 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, after which time the decision shall become final.~~

~~(c) Appeal Examiner.~~

1. ~~The City may engage 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. Any Appeal Examiner so engaged shall not be a City employee nor entitled to any compensation or benefits other than those described herein.~~
  2. ~~The Human Resources Director shall maintain a panel of at least fifteen (15) individuals who have indicated a willingness to serve in such capacity and who are experienced in personnel matters or who are attorneys, retired members of the judiciary, or currently on the list of arbitrators or mediators for the Wisconsin Employment Relations Commission. When required, an Appeal Examiner shall be selected from such panel as provided in Subdivision (b) for the purposes described therein.~~
  3. ~~The Appeal Examiner shall be compensated at an hourly rate established by the Common Council for time devoted to these proceedings and shall be reimbursed for reasonable expenses related thereto. Funds shall be provided and distributed through the Human Resources Department. The Personnel Board shall periodically review this rate to keep it current and equitable.~~
- (d) ~~During the period of suspension of an employee or pending final action on proceedings to review a suspension, demotion, or dismissal of an employee, the vacancy created may be filled by the appointing authority only by temporary or provisional appointment.~~
- (e) ~~In case of a reduction in force because of a stoppage of work or funds or because of material change in duties or organization, permanent employees shall be laid off in accordance with Subsection (24). Before affecting a proposed layoff, the appointing authority shall confer with the Human Resources Director a reasonable time before the effective date thereof in order to assure compliance with the provisions of this ordinance and the Personnel Rules. Persons so laid off shall be placed on the appropriate reinstatement list. Resignations from the civil service shall be regulated by the rules of the Personnel Board.~~
- (f) ~~Emergency employees and provisional employees defined in Sec. 3.53(6) may be dismissed or laid off at any time.~~
- (g) ~~The provisions of this subsection shall apply to persons occupying the position of Crossing Guard.~~
- (h) ~~The procedure contained in this subsection shall not apply to matters involving the interpretation of labor contracts nor to matters of alleged discrimination nor to amounts of salary increases made pursuant to Section 3.54(6).~~
- (17) ~~Probationary Period. The probationary period which shall be for a minimum of six (6) months is the time during which a newly hired employee's performance, conduct and general suitability are critically evaluated to determine whether such employee shall be continued in the service. The probationary 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 probationary period of one (1) year may be recommended by the appointing authority subject to the approval of the Human Resources Director at the time of appointment. This probationary period may be extended for up to an additional twelve (12) months by the appointing authority. The appointing authority shall notify the Human Resources Director of any extension of probation.~~
- (a) ~~Employees may be terminated at any time during the probationary period or an extension thereof and such decision shall not be appealable.~~
- (b) ~~The decision to extend a probationary period shall not be appealed.~~
- (c) ~~A leave of absence without pay for employees on probation shall act to extend the probationary period by the length of time on leave.~~
- (184) ~~Efficient and Effective Performance Workplace Accommodations. The Mayor shall establish procedures for the provision of reasonable accommodations for qualified applicants and employees with disabilities.~~
- (a) ~~Policy. It is the policy of the City of Madison to maintain efficient and effective performance by all employees, to make reasonable accommodations for employees with disabilities due to age, and to do everything possible to bring injured employees or employees with disabilities back to work as soon as their physician permits.~~
- (b) ~~Temporary Disabilities. Where a physician certifies that an employee is unable to perform his/her regular duties because of a temporary disability, but certifies that he/she would be able to work part-time or to perform less arduous duties, the appointing authority shall~~



~~assign the employee to perform light duty work, according to procedures which the Mayor shall establish. These procedures may include temporary transfer to another work unit when that is feasible. For the purpose of this ordinance, and of these procedures, any temporary disability related to pregnancy shall be treated the same as other temporary disabilities.~~

~~(c) Employees with Disabilities. For the purpose of this subsection the term "person with a disability" has the same meaning as "person with a disability" in Section 3.58 of these ordinances. The Mayor shall establish procedures for the provision of reasonable accommodations for qualified applicants and employees with disabilities. Such reasonable accommodation shall, at minimum, provide for feasible adjustments in testing, and in equipment, schedule, accessibility of work areas and facilities, and for feasible task modifications. For employees who acquire a disability after their employment with the City, these procedures shall include the options of transfer to other City jobs which the employee is able and qualified to perform, in accordance with Section 3.53(15) of these ordinances, and of demotion, in accordance with Sections 3.53(15) and (16) of these ordinances.~~

~~(d) Termination. If the employee's physical or mental disability results in his/her being unable to perform his/her duties efficiently and effectively, with reasonable accommodation, he/she may be terminated, in accordance with the provisions set forth in Section 3.53(16) of these ordinances. If an employee who is terminated due to physical or mental disability under this section is eligible for retirement benefits, he/she shall be deemed to have retired. Notwithstanding any other provision to the contrary, he/she is eligible for payment of accumulated unused sick leave credits, unused vacation credits and all other retirement related benefits. Compulsory retirement is abolished.~~

~~(195) Part-Time Work Employment Restrictions. No permanent full-time City employee shall be permitted to hold more than one position in the City service except as approved by the Mayor.~~

~~(20)~~

~~(216) Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance and each section, subsection, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.~~

~~(227) Repeal of Conflicting Ordinances. All conflicting ordinances or inconsistent provisions found in different sections of the general ordinances are hereby repealed.~~

~~(238) Penalty.~~

~~(a) Any willful violation or violation through culpable negligence of this section or rules established thereunder, shall be sufficient grounds to authorize the discharge of any officer or employee.~~

~~(b) Any person, firm or corporation that shall violate any of the provisions of this section shall be fined not more than two hundred dollars (\$200).~~

~~(24) Layoff. Layoff is defined as a reduction in work force for any reason excepting discipline.~~

~~(a) Definitions. The following definitions shall be applicable to these layoff provisions. Other definitions contained in this Chapter 3 are hereby incorporated but only to the extent that those incorporated definitions are not contrary to the definitions which follow.~~

~~1. "Employment options" and "capacity to work" refer to those employment situations which are clearly related to an employee's education, preparation, background, and skills.~~

~~2. "Evaluation Period" shall mean that period of time following an employee displacement during which the employer shall determine if the employee is performing at acceptable levels.~~

~~3. "General Seniority" shall be defined as an employee's total continuous time of service with the City less any time on leave of absence without pay or any time on layoff status.~~

~~4. "A person with a disability" is one who, for purposes of this section:~~

~~a. Meets the qualification for the position in question; and,~~

~~b. Has a physical or mental impairment which substantially limits or is likely to limit employment options; the capacity to work; and/or the ability to secure, retain, and/or advance in employment situations (e.g.,~~

- impairments which affect speaking/communicating, hearing, seeing, mobility, ability to learn and/or retain information, etc.); or,
- c. Has had a physical or mental impairment which has been cured or brought under control, but whose history of such impairment still limits or is likely to limit employment options and/or the ability to secure, retain, and/or advance in employment situations (e.g., cancer, mental illness, epilepsy, etc.); or,
  - d. Is considered by others (particularly those in control of employment opportunities) to be a person with a disability whether or not such a condition exists, such that it substantially limits or is likely to limit the person's employment options and/or the ability to secure, retain, and/or advance in employment situations.
5. "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 shall be that determined by the Affirmative Action Division Manager as of the effective date of this ordinance. Thereafter, each job family shall be annually updated, reviewed and reestablished by the Human Resources Director after consultation with the Affirmative Action Division Manager.
  6. "Lower Classification" shall mean a classification established in Sec. 3.54 of these ordinances whose biweekly base rate salary schedule for step one is lower than the biweekly base rate salary for step one for another classification.
  7. "Minority" shall be defined in accordance with Sec. 3.58(8) of the Madison General Ordinances.
  8. "Protected Group Employee" shall mean an employee who is one or more of the following:
    - a. Female;
    - b. Minority; or
    - c. Person with a disability
  9. "Recall List" is a list compiled and kept by the Human Resources Director or his or her designee. Such list shall be kept by layoff unit in the event of layoff or displacement and shall contain the name(s) of each employee laid off or displaced, the employee's address, and the date the employee's name is placed on the list. Such list shall be periodically updated.
  10. "Service Credits" are 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.
  11. "Layoff Unit" shall mean the smallest organizational structure established by ordinance. However, no single position established by ordinance shall be construed as a smallest organizational structure.
- (b) Layoff shall be by classification within the layoff unit. The employee with the least general seniority in the classification being reduced shall be displaced first. Such displaced employee may in turn displace the employee with the least general seniority in a lower classification within the layoff unit, provided that the displacing employee has more general seniority than the least senior employee in the lower classification and so long as the displacing employee meets all of the following conditions:
1. The minimum training and experience requirements as established in the official job description as maintained by the Personnel Department. The Human Resources Director or his or her designee shall after consultation with the employee's department head determine whether the displacing employee meets said requirements. 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 his or her designee of any other relevant experiences, training and education which was not City-sponsored. However, an employee shall have twenty-four (24) hours from the time of notification of displacement to present to the Human

Resources Department any additional information regarding relevant experiences, training, and education. There shall be no appeal from the decision of the Human Resources Director.

2. ——— Successfully completes an examination if any has been established for the position selected by the employee and the exam is determined by the Human Resources Director to be necessary to establish the employee's ability to perform the duties of the new position.
- (c) ——— Each employee who displaces into a lower classification as a result of a layoff shall serve a six-month evaluation period. If at any time during the evaluation period, the appointing authority determines that performance is unsatisfactory, said employee shall be permitted to displace into any other eligible lower classification pursuant to Sec. 3.53(24)(b) and (c) of this ordinance. A displaced employee who fails to perform satisfactorily during an evaluation period in the lower classification, who has no other positions into which he or she may displace pursuant to this subsection (24), shall be terminated from City employment. However, such terminated employee shall retain recall rights pursuant to Sec. 3.53(24)(i) below. The decision by the employer not to retain an employee during the evaluation period shall not be appealable.
  - (d) ——— Employees whose positions are being eliminated shall be given written notice of the action not less than five (5) calendar days prior to the effective date; provided, however, a junior employee shall receive no prior notice in case of a senior employee displacing a junior employee. Displaced employees shall have forty-eight (48) hours after receiving notice to exercise whatever options may be available to them. If a decision is not made within the 48-hour period, said employee shall 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 receive written notice of the action not less than fourteen (14) calendar days prior to the effective date.
  - (e) ——— An employee who displaces into a position in a lower classification shall be placed at the salary step in the lower classification which most closely corresponds with but does not exceed the employee's salary at the time of displacement.
  - (f) ——— Employees serving their initial probationary period who are displaced or laid off shall be terminated without displacement or recall rights.
  - (g) ——— No permanent employee shall be laid off from any position while any emergency, limited-term, temporary, provisional or probationary employee is continued in a position of the same classification in the layoff unit.
  - (h) ——— Residency. For purposes of layoff, if employees have equal lengths of service, those employees who reside in the City of Madison shall be laid off only after employees who do not reside in the City of Madison.
  - (i) ——— Recall Provisions.
    1. ——— Employees who are laid off or displaced shall be placed on a recall list for a period of twenty-four (24) months, after which time all recall rights are terminated. Should a vacancy authorized to be filled occur in the classification in the unit from which an employee(s) was laid off or displaced, said employee(s) shall be recalled in order of their general seniority; that is, the employee with the most general seniority shall be recalled first. If the classification vacancy occurs in a different layoff unit from that which the employee was originally laid off or displaced, that employee shall be recalled to said position. If a recall list for a classification within one department, division, or unit exists and a vacancy authorized to be filled occurs in the same classification in a different department, division, or unit with no recall list, then the existing recall list shall be used to fill said vacancy.
    2. ——— Employees to be recalled shall be notified by certified mail addressed to the most recent address appearing on the City's records. Laid off employees shall notify the Human Resources Department of any change of address. Employees so recalled shall notify the City of 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 and shall report for work within fourteen (14) calendar days of the date of mail certification of the recall letter. Failure to so notify or failure to so report or the refusal of an offer of reemployment shall terminate an employee's rights to recall.

- ~~3. Employees on layoff status shall not lose service credits accumulated at the time of layoff nor shall continuous service be considered interrupted if the employee is recalled and/or rehired within twenty-four (24) months of layoff. However, time spent on layoff status shall not be counted in subsequently computing service credits.~~
  - ~~4. 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.~~
  - ~~5. An employee placed on layoff status and recalled to his or her former position within twenty-four (24) months shall have his or her salary set at the same step and longevity percentage in effect at the time of the layoff. The salary range shall be that established for the position at the time of recall. An employee placed on layoff status and rehired to a position within twenty-four (24) months, shall have his or her salary set at the same longevity percentage in effect at the time of layoff and at a salary step as determined by applicable personnel rules or labor agreement provisions.~~
  - ~~6. The word "employee" as used in this recall provision shall not be construed to extend to such "employee," any rights or privileges not granted in this Sec. 3.53(24)(i).~~
- ~~(j) Appeals. The decision to layoff or displace cannot be appealed. The manner in which the layoff or displacement is applied is appealable only if it is contrary to the provisions contained herein. Such appeal shall not delay the effective date of the layoff or displacement.~~
- ~~(k) Affirmative Action Provisions. The City recognizes that past discrimination in hiring and promotion which prevented protected group employees from acquiring seniority on the one hand and the relative youth of affirmative hiring efforts since the inception of the City's affirmative action program which has resulted in newly hired protected group employees earning little seniority on the other hand, results in a work force of protected group employees with relatively little general seniority who will bear the brunt of a system of employee reductions based substantially on seniority. The City recognizes the need to balance work force reductions with a level of protection for its past affirmative action efforts. Such a balanced system of employee reductions is deemed to be of benefit to the welfare of the community.~~
- ~~1. In order to effectuate this purpose and policy, protected group employees subject to layoff through the provisions of this ordinance, shall be exempted from termination of employment when such action would create or increase significant underutilization in any of the City's official 26 job families. Handicapped employees, however, shall also be protected from displacement if the position into which the handicapped employee would be placed is one in which accommodation to the employee's handicap cannot be reasonably achieved. Significant underutilization for protected group employees shall be deemed present when a given job family's actual percentage representation of protected group employees is less than eighty percent (80%) of the parity percentage established for each of the protected groups in each of the 26 job families.~~
  - ~~2. These affirmative action provisions shall only protect employees from possible termination of employment, but not from displacement except that handicapped employees shall be protected from displacement to the extent specified in Sec. 3.53(24)(k)1. above.~~
  - ~~3. These affirmative action provisions shall not be applicable when all the positions in a given classification are deleted.~~
  - ~~4. Termination actions which force a choice between protected group employees shall be made so as to protect the employee whose termination would create or increase significant underutilization to the greatest degree. In all cases where significant underutilization has been established, the employee with membership in the greatest number of significantly underutilized protected groups shall be retained.~~
  - ~~5. (R. by Ord. 8482, 12-10-84; Renum. by ORD-07-00048, 4-12-07)~~

- ~~(l) Technical Correction. The provisions of Section 3.53(24) in effect as of 11/01/82 shall apply to positions and employees included in bargaining units certified by the WERC in case LXXXVI, No. 29220, ME-2084, and case LXXXIX, No. 29422, ME-2095.~~
- ~~(m) Employees who are displaced and become unemployed as a direct cause of the transfer of a Department/Division operation to another government or the subcontracting of said operation to a private entity shall be eligible to receive up to the equivalent value of their accumulated unused sick leave credits computed at their prevailing rate (including longevity pay) in effect at the time of the employee's layoff not to exceed the value of six (6) months of the employer's normal contribution toward health insurance. These funds will be placed in an escrow account administered by the City and will be used to continue the City's normal contribution toward health insurance premiums for a period not to exceed six (6) months following the date of layoff or until such time as he/she becomes employed or until such funds are exhausted whichever occurs first. If the eligible employee is recalled or rehired by the City of Madison within twenty-four (24) months of the layoff the accumulated unused sick leave credits not converted to the escrow account for health insurance contributions pursuant to this article shall be restored to the employee.~~

(259) Grievance and Arbitration Procedure for General Municipal Employees.

- (a) Grievable Matters. A matter is grievable under this ordinance if it involves members of Compensation Groups 15, 16, 20, 23, 28, 31, 32, 33, 71, 83 and the general interpretation, application, compliance with, or enforcement of the following:
  1. ~~Sections 3.32 and 3.54, MGO; , with the exception of any matter covered under the City's Personnel Rules or~~
  2. The General Municipal Employee Handbook;
  3. Any matter designated as grievable in the Personnel Rules.

~~a~~Any matter covered under a valid labor contract ~~which are is~~ excluded from this Ordinance.
- (b) Grievance Procedure. Grievable matters allowed under this section (collectively "grievances") shall proceed in compliance with the time limits and procedures outlined below:
  1. Employee representatives or stewards may confer with Employer representatives on grievances filed pursuant to this section without loss of pay. However, the number of such Employee representatives or stewards shall be limited to one (1) at Step One and two (2) at Step Two unless another number is mutually agreed upon by the parties.
  2. All grievances must be submitted in writing within thirty (30) days of the event giving rise to the grievance, or within thirty (30) days of the time the employee knew, or should have known, about the event giving rise to the grievance with the exercise of reasonable diligence, but in no event more than ninety (90) days from the date of the occurrence; otherwise the right to file a grievance is forfeited and no grievance is deemed to exist.
  3. Time limits set forth in the grievance procedure, with the exception of the initial time limit for filing a grievance, shall be exclusive of Saturdays, Sundays and Holidays. Time limits for processing grievances from one step to another in the procedure may be extended by mutual agreement of the parties.
  4. All grievances shall be subject to the following procedures:
  5. Employee-Management Committees shall meet monthly to discuss grievances and matters of concern to either party. The parties shall notify each other of such matters at least one (1) week before the meeting. The following steps shall apply to all grievances:
    - Step One: The grievance shall be reduced to writing and presented to the employee's immediate supervisor on the approved form with a copy sent to the Employee and Labor Relations Manager. Within ten (10) days of receipt of the grievance, the supervisor shall meet with the grievant(s) and the Employee's representative to discuss the grievance. Within five (5) days following the date of this meeting, the supervisor shall furnish the employee with a written answer to the grievance, a copy of which shall be forwarded to the designated Employee representative and the Employee and Labor Relations Manager.
    - Step Two: The grievance shall be considered settled in Step One unless within five (5) days after the immediate supervisor's written answer is due, the grievance is again reduced to writing and presented to the Department/Division Head with a copy sent to the Employee and Labor Relations Manager. The Department/Division Head, or his/her designee,

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

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

- (c) 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 being disputed with a goal of resolving the issue using consensus based problem solving. For grievances proceeding to mediation the following procedures apply:
1. Within fifteen (15) days of the receipt of the Department/Division Head's decision at Step Two, any party wishing to pursue the grievance past Step Two can send a written "Request to Initiate Mediation" to the other party.
  2. Within ten (10) days of the receipt of the "Request to Initiate Mediation," the City and the Employee Representative will endeavor to reach mutual agreement on a mediator. The mediator may come from the list of mediators supplied by the Wisconsin Employment Relations Commission or the Federal Mediation and Conciliation Service.
  3. If no agreement is reached on a mediator, the parties by lot will select five (5) names from the mediator panel. The parties shall alternately eliminate names until the mediator is selected. The flip of a coin shall determine which party is to eliminate the first name. The parties shall immediately contact the selected person to ascertain the person's availability and willingness to undertake the mediation and shall notify the parties of acceptance. In the event of non-acceptance, the selection process will be repeated until a mediator is selected.
  4. Each of the parties shall select their respective representative(s) to attend the mediation. Employee participants may have the grievant and two (2) Employee Representatives attend the mediation without loss of pay. Representatives must have the necessary authority to settle the grievance.
  5. The procedure at the mediation will be determined by the mediator after consultation with the representatives.
  6. No later than ten (10) days before the mediation, each party will notify the other party of the name(s) of those people who will appear at mediation, including that party's representative(s) and any other individuals it deems necessary to resolve the dispute.
  7. No later than ten (10) days before the mediation, each party will simultaneously exchange with the other party, and send to the mediator: (a) a summary of each party's position in the dispute and the relief requested, said summary to be no longer than ten (10) pages; (b) copies of all documents each party refers to in its summary
  8. To facilitate a successful resolution of the grievance at mediation, all parties agree, and understand, that mediation discussions are for the purpose of reaching a mutually acceptable resolution of the grievance. Accordingly, all parties agree that mediation discussions are confidential and may not be used by any party, in any way, at any subsequent arbitration. Further, all parties understand that they may not call the mediator as a witness in any subsequent arbitration. Notwithstanding the foregoing, nothing shall prevent any party from introducing documents at any subsequent arbitration that were utilized at mediation provided that the documents were not created during the mediation.
  9. No formal record or transcript of the mediation will be made.
  10. Payment of the mediator's fees and other reasonable expenses will be split equally between the parties to the mediation.

- (d) Final and Binding Arbitration. For grievances proceeding to final and binding arbitration, the following procedures apply:
1. Within fifteen (15) days after the close of mediation, if the parties were unable to settle the matter at mediation, any party may file a written notice of the intent to proceed to arbitration with the other party. The notice shall identify the applicable contract provision, the grievance (s), the Department and the employee involved. If notice is not filed within fifteen (15) days, the matter is deemed settled at Step Two.
  2. If the parties cannot agree on an arbitrator, either party may request that the Wisconsin Employment Relations Commission (WERC) or Federal Mediation and Conciliation Service (FMCS) submit a list of five (5) arbitrators to both parties. Within five (5) days of the receipt of the WERC's or FMCS' list, either party may notify the WERC/FMCS, and the other party, of their intent to reject the entire WERC/FMCS list. The WERC/FMCS shall submit a new list which shall not duplicate the original list. The option to reject a list may only be exercised by each party once per grievance.
  3. If no agreement is reached on an arbitrator, the parties by lot will select five (5) names from the arbitrator panel. The parties shall alternately eliminate names until the arbitrator is selected. The flip of a coin shall determine which party is to eliminate the first name. The parties shall immediately contact the selected person to ascertain the person's availability and willingness to undertake the arbitration and shall notify the parties of acceptance. In the event of non-acceptance, the selection process will be repeated until an arbitrator is selected.
  4. An arbitrator must be picked and the arbitration must be scheduled within six (6) months from the date the last panel was submitted to the parties or the grievance shall be moot. This provision shall not be construed to mean that the arbitration hearing must take place within six (6) months, only that it be scheduled within six (6) months.
- (e) Hearing. The hearing shall be held in Madison, Wisconsin, at a time and place convenient to the parties at the earliest possible date after the arbitrator has been notified of their selection.
1. The grieving employee(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 work day and do not testify at the hearing will not receive their regular wages unless the matter is settled during the course of the hearing.
  2. The arbitrator shall have the authority to administer oaths and to issue subpoenas at the request of the parties and shall be responsible for the fair and orderly conduct of the hearing and the preservation of the record. Any party requesting a subpoena will be responsible for the fees associated with the subpoena. All testimony shall be taken under oath and shall be recorded stenographically or by a recording machine under the supervision and control of the arbitrator. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the issue(s) presented. Statements of position may be made by the parties, documents may be submitted into evidence and witnesses may be called to testify.

3. The arbitrator shall have the initial authority to determine whether or not the dispute is procedurally arbitrable under this ordinance. If the dispute is procedurally arbitrable, the arbitrator shall proceed with the hearing and determine the merits of the dispute in accordance with this ordinance and the applicable sections of Chapter 788 of the Wisconsin Statutes. If the Wisconsin Statutes and City of Madison Ordinances are in conflict regarding any procedure for arbitration, the Wisconsin Statutes shall control.
  4. In making his/her decision, the arbitrator shall neither add to, detract from, nor modify the language in any ordinance or work rule in arriving at a determination of the issue(s) presented. The arbitrator shall have no authority to change wage rates or salary schedules.
  5. The arbitrator shall only decide the issue(s) submitted by the parties for arbitration and shall have no authority to determine any other issue. The arbitrator shall not submit observations or make declarations of opinion on matters that are not directly essential in reaching a determination of the issue(s) presented.
- (f) Fees and Expenses. Fees and expenses for the arbitrator's services shall be borne equally by both parties.
- (g) Decision. The arbitrator shall submit his or her decision affirming or reversing the action with his/her reasons in writing to the parties within sixty (60) calendar days of the close of the hearing or the submission of the parties' briefs, whichever is later. No decision may be retroactive for a period greater than thirty (30) days prior to the presentation of the grievance in Step One. The decision of the arbitrator is final and binding without recourse to further appeal."

2. The City Attorney is directed to make corresponding changes to other City ordinances to reflect these changes related to the Civil Service System section.