



# **Employee Benefits Handbook for General Municipal Employees**

**City of Madison, Wisconsin**

**Updated January, 2019**

This Handbook outlines benefits for permanent employees of the City of Madison in Compensation Groups 15, 16, 20, 31, 32, 33, 72, and 83. This existence of this Handbook does not create an express or implied contract and is not a collective bargaining agreement. The City reserves the right to modify this Handbook and to amend or terminate the policies, procedures, or benefits described herein. This Handbook will not override any City Ordinance, Administrative Procedure Memorandum, State or Federal law.

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## Overview

The City of Madison employs over 2,700 permanent employees. As one of the largest employers in the city, the City of Madison strives to offer its employees a competitive salary and benefits package. The purpose of this handbook is to provide a one-stop reference for the many and varied benefits the City offers. By putting this information in one place, we hope to create an easy resource for employees who have questions about available benefits. In addition, this handbook provides a mechanism for employees who have disputes over terms and conditions of employment to file a grievance. This handbook will be updated periodically to reflect changes to the compensation and/or benefits offered by the City. The handbook is posted on [EmployeeNet](#) and any revisions or updates will be reflected on [EmployeeNet](#) at the appropriate time. Hopefully this handbook is useful but if employees continue to have questions about their benefits, please call the City Human Resources Department at 266-4615 or their Compensation Group Representative.

## Equal Employment Opportunity/Non-Discrimination Policy

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

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

## Creation of this Handbook

This handbook was created in cooperation between the City and employee representatives and is meant to provide a general guide for the discussion, application, and enforcement of the provision of benefits to employees within the applicable compensation groups. The existence of this handbook does not create an expressed or implied contract and is not a collectively bargained agreement. This handbook will be modified and updated in cooperation with employee representatives, and approved by the Committee on Employee Relations (CER) and the City Council. This handbook will not override any labor agreement, City Ordinance, Administrative Procedure Memorandum, State or federal law.

## Application of this Handbook

This handbook applies to general municipal employees in Compensation Groups 15, 16, 20, 28, 31, 32, 33, 71 and 83. All provisions related to hourly or seasonal employees are outlined in Appendix A. All provisions related to crossing guards are outlined in Appendix B. All provisions regarding stagehands are outlined in Appendix C. Where there is a conflict between the ordinances and the provisions of this handbook, the ordinance language will control. Should a conflict exist between the provision of this handbook and the Personnel Rules, the provisions of this handbook shall apply within the applicable compensation groups.

## Employee/Association Representatives

Employees shall have the right, without concern for interference, restraint, coercion or domination, of self-organization. Employees within a compensation group may form, join or assist in the creation and maintenance of one association to represent the compensation group in the procedures set forth in Chapter 3 and Chapter 33 of the Madison General Ordinances.

Compensation group representatives shall not collectively bargain with the City. Compensation group representatives may be required annually by the City, on the first day of May, to demonstrate by a show of membership cards that it has more support than any other association group seeking to represent the employees of a given compensation group. The members of the respective compensation group shall determine the employee representatives for their compensation group.

Employee representatives shall be employees of the City of Madison. Each compensation group shall be allowed one (1) employee representative for every fifty (50) members. The employee representatives will be allowed to post notices, meet with employees for reasonable periods of time to discuss issues and potential grievances, and attend meetings with outside counsel or association representatives for reasonable periods of time while on work time. Employee representatives will do this in such a way as to cause the least disruption within the workplace. In addition, each compensation group will be allowed one (1) employee representative for every 100 members to meet and confer with City representatives at reasonable intervals regarding benefits and working conditions contained in this handbook.

Association representatives may also attend such meetings and conferences at the discretion of an employee representative. Association Representative's may attend meet and confer sessions with the City.

Employee representatives will be allowed up to fifteen (15) unpaid leave days per calendar year to attend educational conferences, classes, or conventions related to their role as employee representatives. Additional unpaid leave days may be authorized by the Human Resources Director. Employee representatives will provide a minimum of seven (7) days advanced notice to their supervisor and will schedule time off in such a way as to cause the least disruption within the workplace.

A copy of all written notices to employees or employee representatives concerning matters related to this handbook, including new job titles or other proposed changes to the compensation groups' composition, shall be sent to association representatives. Association representatives shall copy the

Employee/Labor Relations Manager with any communications to the City concerning matters related to this handbook.

## General City Employment

### EMPLOYEE DEFINITION

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Regular full-time and regular part-time employees are those who are employed in budgeted positions on a probationary, LTE or permanent basis. Additional information can be found in the City Personnel Rules.

### RESIDENCY

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No employee in any of the listed compensation groups covered by this handbook shall be subject to or have any restrictions in their ability to choose their place of residency.

### SENIORITY

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Seniority is the employee's total continuous time of service in a permanent position with the City of Madison. Unpaid leaves of absence, in excess of thirty (30) working days in a year, shall not qualify as service. Military leave shall be counted as service time as provided by law. As with all other benefits, regular part-time service shall be counted on a pro-rata basis (except for employees in compensation group 32 at the Library). Employees in LTE positions may accumulate seniority for benefit and job posting purposes, but are not entitled to layoff or recall rights.

Seniority and continuous service shall be considered broken and any existing rights to employment shall be considered lost when an employee:

1. Resigns;
2. Is discharged for any justifiable cause;
3. Is absent from duty without authorization for three (3) consecutive days;
4. Fails to respond to recall within seven (7) days of notice.

### JOB POSTING

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The job posting and filling process is generally governed by the City Personnel Rules. For more information on posting, evaluation periods, trial periods, promotions, competitive demotions, and lateral transfer, please see the City Personnel Rules.

Positions posted in compensation group 31, 32 and 33 (within the Library), are posted department-wide for lateral transfer prior to posting. When a position is posted in compensation groups 15, 16, 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 1 seniority point for each full year of service. Partial points will not be awarded. Those seniority points will be associated with the date established under the seniority provision.

Practices in place regarding lateral transfers shall remain in place following the expiration of the collective bargaining agreements, unless such practices are changed by mutual agreement.

## Compensation

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

### SALARY SCHEDULES

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Salary Schedules are found on the City website located at:  
[www.cityofmadison.com/finance/salarySchedule](http://www.cityofmadison.com/finance/salarySchedule).

Employees shall be compensated in accordance with the applicable Salary Schedules which may be attached or retained elsewhere for the purposes of convenience.

### SALARY ADVANCEMENT

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After six (6) months employees shall advance from starting Step one (1) to Step two (2) and shall continue to advance after each twelve (12) months of service until reaching Step 5.

Fleet Service Career Ladder: The Fleet Services department may have a career ladder for employees in certain job classifications.

Step increments for the positions of Clerk 1, Clerk Typist 1 and Police Report Typist 1 shall occur on six-month service time intervals commencing with successful completions of the probationary periods until the maximum base step is reached. Upon completion of six months' service at the maximum step, Clerk 1 and Clerk Typist 1 shall be advanced to the objective classifications of Clerk 2 and Clerk Typist 2 respectively at step three (3); Police Report Typist 1 shall be advanced to the objective classification of Police Report Typist 2 at step three (3). The step increments thereafter shall be on an annual basis.

In Compensation Group 33, Librarian 1 and Library Computer Specialist 1 employees who attain at least fifty-four (54) months of service as a Librarian 1 or Library Computer Specialist 1, and possess a Master's of Library or Information Science, shall be placed in the Librarian 2 or Library Computer Specialist 2 classifications at Step three (3) of that range on the later of their anniversary date or the pay period immediately following completion of the master's degree. The Library Computer Specialist 2 classification shall be exempt from the master's degree requirement. For the purposes of this section, anniversary dates shall be defined as the date when a Librarian 1 or Library Computer Specialist 1 would begin the fifty-fifth (55) month of his/her service in that classification. All Librarian 1 or Library Computer Specialist 1 employees who become Librarian 2s or Library Computer Specialist 2s shall continue to advance through remaining Librarian 2 or Library Computer Specialist 2 steps after each twelve (12) months of service.

### LONGEVITY PAY PROVISIONS

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

1. Three percent (3%) of base pay at the beginning of the 5th year of continuous employment;

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

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## **HOURS OF WORK**

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The standard workweek and workday for employees in Compensation Groups 15, 16, 20, 32, 33 and 71 will be the workweek and workday in effect for that particular employee at the expiration of the labor agreement. Permanent shift changes can be made with five (5) working days' advance notice to the employee. If a department permanently changes a shift without five (5) days' notice, all time worked by the employee will be paid at time and one-half for the hours worked until the five (5) day notice period is reached.

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## **GENERAL WORK SCHEDULES**

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A permanent full-time employee will be provided a general work schedule. The following shall each be considered general work schedules. Employees shall not be shifted from one general work schedule to another except by mutual consent of the parties. Such work schedules shall be:

1. Five (5) consecutive eight (8) hour days within the period Sunday through Saturday;
2. Five (5) consecutive seven and three-quarter (7-3/4) hour days within the period Sunday through Saturday;
3. Five (5) non-consecutive eight (8) hour or seven and three-quarter (7-3/4) hour days within the period Sunday through Saturday;
4. A schedule which provides for an eight (8) hour day and an average of forty (40) hours per week;
5. A schedule which provides for a seven and three-quarter (7-3/4) hour day and an average of thirty-eight and three-quarter (38-3/4) hours per week;
6. Four (4) ten (10) hour days within the period Sunday through Saturday;
7. A schedule which shall provide for an eight (8) hour day and an average of thirty-eight and three-quarter (38-3/4) hours per week;
8. Other combinations equivalent to full-time employment that are mutually agreed to, have historically been in place, or are posted at the time of initial employment.

Assigned hours, days of the week, days off, shift rotations within each general work schedule as set out above, will only be changed following five (5) workdays' notice. However, the five-day notice may be waived by mutual agreement. This section shall not apply to employees who are hired in classifications as relief workers or at times when a work schedule adjustment is necessitated by a third party.

Work schedules for Compensation Group 15 are listed in Appendix D of this handbook. However, they will be treated as detailed above and are considered to be in the general schedules listed in 1 to 8.

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**EMPLOYEES IN COMPENSATION GROUP 15 TRANSFERS TO VACANT JOB ASSIGNMENTS**

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Employees in Compensation Group 15 may transfer to vacant job assignments when the City decides to fill openings in one of those departments. The permanent transfer of an employee from one shift to another or otherwise, regarding a new opening on an existing shift, when all other factors are equal, the most senior qualified employee within the classification in the affected division without current discipline issues, who desires to transfer, shall receive such transfer. If no qualified employee desires to transfer to an open job assignment, such assignment will go to the qualified least senior person in the classification. The above provision shall not apply to the Engineering Construction Sections (Construction Inspector 1, Construction Inspector 2, and Engineering Aides) or day-to-day assignments.

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**OVERTIME**

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For both permanent full-time and part-time employees, overtime is defined as work performed in excess of the general work schedule outlined above. Employees shall not be denied the work of their own assigned schedule for the purpose of avoiding overtime payment. Paid leave shall be considered work time except for the purpose of double time calculations. Employees will receive time and one-half compensation for work beyond the normal, assigned workday or workweek, but if actual time worked exceeds twelve (12) consecutive hours, the employee will be paid double time, except where work schedules are greater than eight (8) hours in a workday. In such cases, employees began to earn double time four (4) hours following the end of their regular workday. There shall be no pyramiding of overtime payments. Overtime offers will be made to employees on as equal a basis as possible by department/division, work unit or classification, as is consistent with custom and practice in that area of the operations.

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**CALL-IN PAY**

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Employees in Compensation Groups 16, 20, 32, 33 and 71 who are called in for overtime work shall be granted a minimum of two (2) hours of overtime unless the two (2) hours of work overlaps with the employee's normal workday. Employees called in to work between the hours of midnight and 6:00 a.m. will receive a minimum of three (3) hours of overtime unless the three (3) hours of work overlaps with the employee's normal workday.

In the event a Parking Enforcement Officer is notified of the cancellation of a court appearance, on a scheduled day off with less than a twenty-four (24) hour notice, the Officer will receive two (2) hours compensation at the overtime rate.

For Compensation Group 15: CG 15 employees reporting for a call-in assignment shall begin to accrue overtime twenty (20) minutes before they report. Such time shall be included in the two (2) or three (3) hour call-in minimum, provided the employee reports for duty within one (1) hour from the time of the call-in.

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**MULTI-SITE (LIBRARY ONLY)**

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Employees of the Library who are designated Multi-site Library Assistants shall be paid a premium of five percent (5%) of their base pay.

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**WORK AT HOME PAY**

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Employees who are required to work from home will be paid a half-hour minimum for actual work performed between midnight and 6:00 a.m. The employee must either perform tasks or give direction for tasks which are not of a routine nature.

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**COMPENSATORY TIME**

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The decision to compensate overtime hours in the form of money or compensatory time off shall be made by the employee. Compensatory time shall be taken only at mutually agreed-upon times between the supervisor and the employee. All compensatory balances shall be reduced to eighty (80) hours or less by the end of each year. Maximum compensatory time balances by compensation group or position classification within each division, will not be adjusted without the mutual agreement of the parties.

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**OUT-OF-CLASSIFICATION PAY**

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When an employee is assigned the work of a higher classification s/he shall receive an additional 50¢ per range per hour.

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**SHIFT DIFFERENTIAL**

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Employees eligible to receive overtime pay who perform authorized work between the hours of 6:00 p.m. and 6:00 a.m. Monday through Friday or on any designated holiday shall receive a premium payment of seventy-five cents (\$0.75) per hour. Employees in Compensation Groups 15, 16, 20, 32 and 33 eligible to receive overtime will receive one dollar (\$1.00) per hour for authorized work performed on a Sunday.

Employees in Compensation Group 32 shall receive an hourly premium payment of fifty-eight cents (\$0.58) per hour for all hours worked on a Saturday between 6:00 a.m. and 6:00 p.m. Employees in Compensation Group 33 shall receive an hourly premium payment of sixty-two cents (\$0.62) per hour for all hours worked on a Saturday between 6:00 a.m. and 6:00 p.m. Employees in Compensation Groups 32 and 33 shall receive a premium payment of seventy-five cents (\$0.75) per hour for any hours worked on a Saturday between 6:00 p.m. and 6:00 a.m. the following Sunday. Saturday premium pay will be retroactive to the first pay period in January 2015.

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**STANDBY PAY**

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Employees assigned to standby duty for emergency technical, maintenance or repair work during hours outside the employee's general work schedule shall be compensated at a rate of one dollar and twenty-four cents (\$1.24) per hour effective January 1, 2019. This amount will increase by three cents (\$0.03) in the first payroll period beginning after January 1, until reaching a maximum of one dollar and fifty cents (\$1.50) per hour.

## TIME USAGE

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In Compensation Group 15, for the purpose of calculating pay when an employee uses vacation, compensatory time or sick leave; time shall be calculated by the minute and the employee may use these leave times by the minute.

## Leave Provisions

The City of Madison offers a generous leave package, including vacation, paid holidays, sick leave, and other leave. The specific types of leave are described below.

### VACATION LEAVE

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

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

Employees are not eligible to use vacation time until the completion of their probation period, or in the case of a longer probation period, after six (6) months of employment. However, vacation earned during that time will be prorated and credited to an employee's vacation balance upon completing probation. If an employee serves a probation longer than 6 months, the employee is able to use ½ of their vacation balance after the first six months of employment. Employees who do not serve a probation period are eligible to use vacation time at any time.

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

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

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

Vacation will be scheduled according to the policy established by individual departments. Consistent with custom and practice in an area of the operations, in the event that a conflict in vacation selection occurs, the City will consider the relative general seniority of the affected employees in deciding the assignment of vacation.

Subject to the vacation leave schedules authorized by the Employer, an employee in Compensation Group 15 may select up to ten (10) vacation leave periods for the period February 16th of one year to February 15th of the following year on the basis of seniority provided that such vacation leave selections are submitted to the Employer no later than February 15th. If two or more employees desire the same leave period(s) during the initial selection of vacation leave periods, the senior employee shall be given preference. A vacation leave period shall be defined as a continuous period of an employee's regular shift. Once initial vacation leave periods are selected, seniority shall not prevail.

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

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## **HOLIDAY LEAVE**

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Employees shall be eligible to receive the following paid designated holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday of November)
- Day after Thanksgiving (compensation group 15 employees only)
- December 25
- For permanent employees who are regularly scheduled to work a normal shift on Sundays, Easter Sunday shall be designated as a holiday. However, such employees shall forfeit one (1) floating holiday in lieu of Easter Sunday.

Employees must work or be in an approved paid leave status the scheduled workday before and after a holiday in order to receive pay for the holiday.

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

Employees scheduled or assigned to work on an established holiday shall be compensated at the rate of two times the employee's regular rate of pay for the hours worked. In addition, employees who work on a holiday will receive compensatory time for the hours worked on the holiday.

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## **FLOATING HOLIDAY TIME**

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Employees receive three and one-half (3-1/2) days of floating holiday which can be scheduled and used as vacation time. Floating holidays may not be carried over into another year, unless an

employee is hired and starts employment with the City on or after November 1. Any floating holiday time otherwise not used by an employee by December 31 will be forfeited.

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**PAID LEAVE TIME (EXCLUSIVE OF EMPLOYEES IN COMPENSATION GROUP 15)**

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

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

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

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

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**PAID LEAVE TIME (EMPLOYEES IN COMPENSATION GROUP 15)**

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Employees shall be given one-half day off on December 24 and December 31 of each year of this agreement, provided these days fall on a week day (Monday through Friday). If special circumstances require the employees to work, those persons required to work on these half-days shall be granted one-half day of paid leave at a mutually agreeable time. When December 24 and December 31 fall on either Saturday or Sunday, employees shall be provided a one-half day of paid leave in lieu of the benefits provided herein. Hours earned under this provision will be added to the employee's vacation leave balance. If employees work in excess of 1/2 day (4 hours), an equal amount of vacation time shall be granted at a mutually agreeable time.

On the paid leave day half-days of December 24 and December 31, employees working the 1:30 p.m. - 9:30 p.m. or 2:00 p.m. - 10:00 p.m. or 2:30 p.m. - 10:30 p.m. shifts will have their work schedules adjusted to the hours of 9:30 a.m. - 1:30 p.m. or 10:00 a.m. - 2:00 p.m. or 10:30 a.m. - 2:30 p.m.

Employees who have a scheduled day off or who are on vacation or sick leave on the above specified days are entitled to receive one-half day of vacation at a mutually agreeable time. This provision shall not be operative for December 24 and/or December 31 when those days fall on a Saturday or Sunday. All paid leave time granted under this section shall be on a straight time basis.

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**PAID PARENTAL LEAVE**

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Paid Parental Leave will be provided for eligible employees in accordance with City of Madison ordinances and related APMs.

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**SICK LEAVE**

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Sick leave may be used for any absence necessitated by an employee's, or an employee's immediate family member's, serious illness or injury. "Immediate family member," for the purposes of using sick leave is defined as follows:

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

If the City has reason to believe an employee is abusing this benefit, the employee may be required to provide a certificate explaining the necessity for the employee's absence from work, or other documentation substantiating that the absence was for an approved use of sick leave. The certificate shall be signed by a physician, physician's assistant, registered nurse, or child care provider. Failure to provide appropriate documentation may result in a loss of pay for the time absent and discipline. Sick leave abuse is defined as using sick leave when an employee is not ill or injured or otherwise deemed eligible by law or this handbook. Examples of sick leave abuse include using sick leave following denial of vacation, using sick leave to avoid a job assignment, demonstrating a pattern of sick leave use, continually exhausting sick leave balances (unrelated to a major illness), or using sick leave to extend a vacation or other leave time.

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

Employees in Compensation Group 15 may accumulate up to a total of 163 days of sick leave. At the end of each year, any employee with a sick leave balance in excess of 150 days will receive a payout on the pay date of pay period 25 equivalent to the employee's regular salary times the number of excess days.

In the case of employees in Compensation Groups 16, 20, 32 and 33 who have accumulated a sick leave balance in excess of 150 days, the balance from the previous year will remain and 50% of any

newly accrued sick leave days will be paid out and the remaining 50% will be added to the total accrued sick leave time.

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

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

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#### **FAMILY AND MEDICAL LEAVE**

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

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

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Employees shall be allowed three (3) workdays leave with pay in the event of the death of an immediate family member as listed above in the "Sick Leave" section. Such leave must be used within two (2) weeks of the death, memorial service, and/or funeral service which is the basis for the leave. Authorization for exceptions to this requirement can be obtained through the Human Resources Director.

The leave provided under this provision is not to be considered as vacation or holiday leave. It is leave provided for obvious reasons related to the death of a close relative. Employees are urged to exercise good judgment in deciding the amount of time off that is necessary.

In the event of the death of a member of the employee's family, including or other than those set forth in Paragraph one (1) of this section, leave may be granted at the discretion of the department or division head and such leave shall be charged against the compensatory time or vacation balance of the employee. In the absence of compensatory time or vacation balance, the leave may be charged to accrued sick leave. In the event that the employee's compensatory time, vacation, and sick leave

balances are exhausted, the department or division head may authorize up to three (3) days of vacation leave use from the vacation leave to be earned by the employee the following year and which would create a negative vacation leave balance until the end of the year.

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**DEATH OF FRIENDS**

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

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**JURY DUTY LEAVE**

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

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**ELECTION TIME OFF**

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

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**MILITARY LEAVE**

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Employees are entitled to leave to serve as a member of the military consistent with the provisions of APM 2-39 and state and federal law.

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**LEAVE OF ABSENCE WITHOUT PAY**

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Department Heads may, in appropriate circumstances, grant employees a leave of absence without pay limited to fifteen (15) working days in accordance with APM 2-31. A leave of absence without pay in excess of fifteen (15) working days may be granted subject to the written approval of the Human Resources Director. Forms for requesting a leave of absence without pay can be found on [EmployeeNet](#).

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**DISABILITY LEAVE AND LAYOFF**

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

- The employee must not have any available sick leave time.

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

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

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

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

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

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

In the event the employee is unable to return to work at the end of the disability leave period, the employee will be placed in a layoff status for a period not to exceed eighteen (18) months. The City will make no health insurance contributions on behalf of the employee during the eighteen (18) month layoff. However, the employee can maintain insurance coverage by paying the entire premium. If an employee is certified to return to work during the layoff period, the employee will be given recall rights. Specific provisions relating to Disability Leave or Layoff will be implemented consistent with the terms of APM 2-45.

This policy applies to all City employees with qualifying medical conditions, which is not limited to, but may include, employees with disabilities as defined by the Americans with Disabilities Act (ADA) or related legislation. An employee's eligibility for disability leave or disability layoff shall in no way infer the existence of a disability as defined by the ADA or related legislation. Information

regarding an employee's eligibility for reasonable workplace accommodations and the City of Madison's compliance with the ADA and related legislation can be found in APM 2-22.

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## **LUNCHES AND BREAKS**

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Upon expiration of the collective bargaining agreements, provisions regarding the number and duration of lunches and breaks shall continue, in accordance with APM 2-28.

## **Benefits**

The City of Madison offers a number of benefits for employees and family members. These benefits include a pension, health insurance, life insurance, wage insurance, two (2) 457 deferred compensation plans, and a number of other benefits as described below.

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## **ANNUAL RECERTIFICATION OF STAFF**

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Employees that are certified at less than 1.0 FTE shall be recertified for benefit purposes on at least an annual basis. Library employees in compensation groups 32 and 33, who are less than 1.0 FTE, shall be recertified on a quarterly basis.

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## **PENSION**

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The City of Madison participates in the Wisconsin Retirement System (WRS) which is administered by the State of Wisconsin, Department of Employee Trust Funds. Employees who have WRS service prior to July 1, 2011 begin participating in the WRS upon date of hire in permanent positions and for limited-term employees working at least twelve (12) months. Permanent and limited-term employees expected to work at least twelve (12) months and hired after July 1, 2011 will begin participating in WRS upon date of hire as long as their positions are certified at .6 FTE or greater (a minimum of 1,200 hours in a 12-month period). Hourly employees become eligible after having worked twelve (12) months and at least 1,200 hours. The City of Madison contributes the required employer portion and employees pay the required employee portion. The employee contribution will be taken with pre-tax dollars. In most cases, upon retirement, employees will receive an annuity, paid monthly.

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

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

age 55, at which time the separated employee can choose to take a lump sum payout or a monthly annuity.

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

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

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

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

If an employee has previous non-WRS public sector employment at the federal, state, or local level, it may be possible to purchase credit for the years of Other Governmental Service (OGS). Employees must have contributed into the WRS for a minimum of three (3) complete continuous years before purchasing back years of OGS. An employee can purchase up to the number of years the employee has contributed into the WRS, not to exceed the amount of OGS. Employees can pay by submitting a payment, by transferring monies from WRS additional account(s), a plan-to-plan transfer of pre-tax monies from account(s) in other qualified non-WRS retirement plans, or a combination of all three. The non-WRS retirement plans from which ETF can accept plan-to-plan transfers of pre-tax funds to buy OGS include plans qualified under sections 401(a), 401(k), 403(b) and 457(b) of the Internal Revenue Code. The plan(s) must agree to this transfer of funds. There is no immediate tax liability on the monies transferred from other qualified retirement plan(s) to buy WRS creditable service.

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

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**NOTICE OF INTENT TO RETIRE**

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Employees seeking to remain in an active employment status, beyond their final day of physically working, must provide their department/supervisor with a written two-week notice of their intent to retire. In lieu of providing this notice of intent, employees shall have all appropriate leave balances paid out on their final paycheck.

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

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For employees in Compensation Group 15: On or about January 1 of each year, the City shall make a contribution to the CG15 retiree health insurance trust fund. The amount will be adjusted by the percent of wage increase of employees in compensation group 15. Barring any wage increases, the City contribution Jan 1, 2018, and moving forward future years will be \$ 282,374.59. The amount effective January 1, 2019, shall be \$291,551.76. The City shall be held harmless in the administration of the program, and from making any additional contributions to the health insurance trust fund beyond the amounts stated above.

For employees in Compensation Groups 16, 20, 23, 31, 32, 33 and 83: Beginning with pay period 26 in December 2016, the City shall make a contribution to the City Employees Voluntary Employees Beneficiary Association (CE-VEBA) for employee compensation groups 16, 20, 23, 31, 32, 33 and 83. The amount of the 2019 contribution shall be \$ 638,429.08, and shall continue annually thereafter in the 26th pay period of each year, and shall be increased every year thereafter, by the same percentage increase applied to the base wages of the employees in these compensation groups. The City Employees Voluntary Employees' Beneficiary Association, through its board, administers the VEBA plan, which provides post-employment healthcare benefits. The City shall be held harmless in the administration of the program, and from making any additional contributions to the health insurance trust fund beyond the amounts stated above. Please direct any questions regarding this benefit to [MadisonVEBA@gmail.com](mailto:MadisonVEBA@gmail.com).

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**HEALTH INSURANCE**

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

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

The State of Wisconsin has expanded coverage for health insurance to children up to age 26.

Each year, in October, employees will have the opportunity to participate in the “It’s Your Choice” Open Enrollment Period. During the “It’s Your Choice” Open Enrollment Period, employees may enroll in health insurance for the upcoming plan year, change carriers, or change from single to family or family to single coverage. The changes made during “It’s Your Choice” are effective January 1st of the following year. Employees enrolled in the health insurance program may also have the opportunity to make changes outside the “It’s Your Choice” period if they have a qualifying event. Employees who experience a qualifying event such as marriage, divorce, or birth/adoption of a child should complete a Health Insurance change form within thirty (30) calendar days of the qualifying event and submit the form to Human Resources.

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

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

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

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

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

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

**OR**

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

**2. Change in Domestic Partnership**

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

**3. Acknowledgement**

An employee applying for this benefit shall certify the following:

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

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

## DOMESTIC PARTNER/FAMILY PARTNER BENEFITS SUMMARIZED

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

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

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

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

Life insurance premiums are based on an employee's age and annual earnings. Employees who retire prior to age 65 may continue full coverage by paying the premium. After age 65, the coverage is reduced to the basic amount and prorated so that by age 67, retirees have 25% of the basic coverage remaining and this continues for the rest of the retiree's life with no cost to them.

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

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**INCOME CONTINUATION INSURANCE (WAGE INSURANCE)<sup>2</sup>**

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The City of Madison offers optional Disability Income Continuation Insurance. Employees have a 31 calendar day initial enrollment period from date of hire with the City and coverage is effective the employee's first date of employment. Employees who fail to enroll in the initial enrollment period will be required to go through an underwriting process to determine eligibility. The Income Continuation Insurance benefit covers non-work-related injuries and illnesses preventing the employee from working. The Disability Income Continuation Insurance benefit insures employees up to 65% of the employee's regular salary less social security, retirement benefits, or benefits received under worker's compensation. The benefit is taxed according to whether the premium is paid by the employee (not taxed) or by the City (taxed) or by both (taxed according to how much of the premium is employer-paid).

Disability Income Continuation Insurance pays short and long-term benefits. Employees are eligible to receive short-term benefits for a period of up to three (3) years as long as the employee is totally disabled from performing the tasks of the employee's occupation. Following the three (3) years of short-term benefits, if the employee is totally disabled from all occupations as reported by the employee's physician, long-term benefits are available until the employee's normal retirement date, if necessary, and afterward as long as the disability continues. Under this policy, the normal retirement date is 65 for employees other than police officers and firefighters. Employees must exhaust all available sick leave before being eligible to receive benefits from the Disability Income Continuation Insurance program.

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

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**DENTAL INSURANCE**

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The City of Madison or the Employee Association offer optional dental insurance. New employees have a thirty (30) calendar day enrollment period from date of hire and coverage is effective the first of the month following thirty (30) days of employment with the City. The City does not contribute towards the premium for this benefit. The insurance plan offers three (3) different levels of benefits, depending on whether people covered by the plan see a preferred dentist, a Premier dentist, or a non-participating provider. Benefit levels are highest when seeing a Preferred dentist and lowest when seeing a non-participating provider.

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

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<sup>2</sup> Wage insurance is not a City benefit but it is an individual insurance policy for each employee that participates for income continuation.

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

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## **FLEXIBLE SPENDING ACCOUNTS**

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

Employees sign up for flexible spending on a calendar year basis and must re-enroll annually. Employees must use the amount in their accounts in the calendar year in which the money is placed in the account or within a grace period (approximately 2-1/2 months) of the following calendar year. It otherwise cannot be rolled over from year to year. Money that is unused at the end of the calendar year or the grace period in the next calendar year will be lost. Employees can also sign up for Flexible Spending within the first thirty (30) days of employment and then coverage is effective the first day of employment.

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

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

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

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

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

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

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### **LONG-TERM CARE INSURANCE**

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

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### **BUS PASS**

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Currently the City provides a free Unlimited Ride Pass program on Madison Metro for City employees. Employees must show their City of Madison Identification Card at the City Treasurer's office to receive their bus pass at no charge. The bus pass allows City employees to ride on Madison Metro anytime for free.

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### **CARS POOL FLEET**

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

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

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

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

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

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

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

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

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

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

## **Appeal Procedures**

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### **GRIEVANCE AND ARBITRATION**

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

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### **GRIEVANCE PROCEDURE**

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

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

processing grievances from one step to another in the procedure may be extended by mutual agreement of the parties.

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

#### Step Three:

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

### **Mediation**

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

1. Within fifteen (15) days of the receipt of the Department/Division Head's decision at Step Two, any party wishing to pursue the grievance past Step Two can send a written "Request to Initiate Mediation" to the other party.
2. Within ten (10) days of the receipt of the "Request to Initiate Mediation," the City and the employee representative will endeavor to reach mutual agreement on a mediator. The

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

### **Final and Binding Arbitration**

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

1. Within fifteen (15) days after the close of mediation, if the parties were unable to settle the matter at mediation, any party may file a written notice of the intent to proceed to arbitration with the other party. The notice shall identify the applicable handbook or policy provision, the grievance(s), the Department and the employee involved. If notice is not filed within fifteen (15) days, the matter is deemed settled at Step Two.
2. If the parties cannot agree on an arbitrator, either party may request that the Wisconsin Employment Relations Commission (WERC) or Federal Mediation and Conciliation Service (FMCS) submit a list of five (5) arbitrators to both parties. Within five (5) days of the receipt of the WERC's or FMCS' list, either party may notify the WERC/FMCS, and the other party, of their intent to reject the entire WERC/FMCS list. The WERC/FMCS shall submit a new list which shall not duplicate the original list. The option to reject a list may only be exercised by each party once per grievance.

3. If no agreement is reached on an arbitrator, the parties by lot will select five (5) names from the arbitrator panel. The parties shall alternately eliminate names until the arbitrator is selected. The flip of a coin shall determine which party is to eliminate the first name. The parties shall immediately contact the selected person to ascertain the person's availability and willingness to undertake the arbitration and shall notify the parties of acceptance. In the event of non-acceptance, the selection process will be repeated until an arbitrator is selected.
4. An arbitrator must be picked and the arbitration must be scheduled within six (6) months from the date the last panel was submitted to the parties or the grievance shall be moot. This provision shall not be construed to mean that the arbitration hearing must take place within six (6) months, only that it be scheduled within six (6) months.

## Hearing

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

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

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

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

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

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

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

## **Decision**

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

## **HEALTH AND SAFETY, DISCIPLINE AND DISCHARGE**

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

## **Miscellaneous**

### **CAREER LADDERS**

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For positions in a career progression series, the criteria for progression will be outlined in the classification specification.

### **TRAINING COURSES**

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The City agrees to train personnel to maintain and operate new equipment as acquired by the City. The City will pay for such training. Employees will receive their regular rate of pay while participating in the aforementioned training programs.

Whenever possible, training will take place during the employees regular scheduled work hours. Employees sent to City sponsored vendor or technical training programs will adjust their work schedules to coincide with the hours of the training program. For example, if an Employee normally works 7:00 a.m. to 3:00 p.m., the Employee's work schedule for that day will be from 8:00 a.m. to 4:00 p.m. and no overtime will be paid.

### **UNIFORM ALLOWANCE**

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In the event that an employee is required, as a condition of his/her employment, to wear a uniform, or other special clothing, identification patch or material, or any protective gear or device, such articles shall be furnished by the employer. The City shall replace uniform items damaged as a result of the performance of duty. Uniform items lost or damaged due to proven negligence by the employee shall be replaced by the employee at his/her own expense.

### **WATER UTILITY CLOTHING ALLOWANCE**

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Water Utility employees, in the positions of Equipment Operator 1, Equipment Operator 2, Equipment Operator 3, Maintenance Mechanic 1, Maintenance Mechanic 2, Public Works Maintenance Worker 1, Public Works Maintenance Worker 2, Public Works Maintenance Worker 3, Water Hydrant Inspector, and Water Utility Operator Leadworker shall receive an annual clothing allowance of sixty dollars (\$60.00).

## **PARKING ENFORCEMENT OFFICER UNIFORMS**

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The City shall provide the original complete uniform to Parking Enforcement Officers and such uniform items so issued shall remain the property of the employer. Items to be included in the original issue shall only be those items that the employer requires the Parking Enforcement Officers to wear. The City shall replace uniform items as needed by normal wear and tear to an amount not to exceed three hundred dollars (\$300) unless approved by the Chief of Police. This amount will increase on the date of any wage increase each year thereafter by the percent of wage increase granted if any. This amount may be accumulated over a period of three (3) years but shall not exceed a maximum accumulation of four hundred dollars (\$400). The City shall replace uniform items damaged as a result of the performance of duty. Uniform items lost or damaged due to proven negligence by the employee shall be replaced by the employee at his/her own expense.

## **MOTOR VEHICLE MILEAGE AND PARKING**

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1. Employees who are required to provide their own motor vehicle as a condition of their employment will be eligible for:
  - a. A monthly mileage payment for each mile traveled on City business at the rate established by the Internal Revenue Service.
  - b. Reimbursement for any parking meter costs incurred while on City business away from the employee's primary workstation.
  - c. If required to pay parking costs at their primary workstation, employees will receive reimbursement not to exceed the value of four (4) hours of parking at the highest rate per hour fee charged by the City for public parking (excluding Special Event fees) per day while parked at their primary workstation. Such reimbursement will be reported on a form to be provided by the City. Such reimbursement shall not exceed the value of four (4) hours of parking at the location with the highest rate per hour fee charged by the City for public parking (excluding Special Event fees) for up to twenty-three (23) days each month.
2. Employees who are required by the City to use their personal vehicle on occasion will be reimbursed for mileage at the rate established by the Internal Revenue Service.

## **SAFETY SHOES**

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Safety Shoes. The City may require the wearing of industry approved safety shoes for foot protection. The City shall reimburse those permanent employees required to wear safety shoes for foot protection. The City shall reimburse those permanent employees required to wear safety shoes for eligible foot protection purchases up to a maximum rate of:

| Bi-Annual Period (In Calendar Years) | Bi-Annual Period Maximum Reimbursement |
|--------------------------------------|--|
| 2019-2020                            | 179.00                                 |
| 2021-2022                            | 187.00                                 |
| 2023-2024                            | 195.00                                 |
| 2025-2026                            | 200.00                                 |

Employees classified as Parking Service Workers may use this reimbursement for either clothes or shoes. Any submission for reimbursement must be made within two weeks of the date of purchase, and any purchases must be made during the two-year calendar period of eligibility for reimbursement.

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**TOOL ALLOWANCE - COMPENSATION GROUP 15**

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A tool allowance of twenty dollars (\$40.00) per month shall be paid to employees with the following classifications: Automotive Maintenance Worker 2, Automotive Mechanics, Welder, Master Mechanic, Master Automotive Body Technician. Automotive Maintenance Workers will be paid a tool allowance if/when the employee has the required tools to perform the duties assigned.

The Employer agrees to provide coverage on the mechanical tools described in detail and approved by the Employer for each employee required to furnish his own tools. Such coverage shall be against loss or damage directly caused by the risks and perils specified in a Standard Inland Marine Tool Floater Policy subject to the following conditions:

1. A five hundred (\$500) dollar deductible shall apply to each mechanic's claim for each occurrence.
2. The maximum coverage provided by the Employer for any mechanic shall not exceed seven thousand (\$7,000) dollars for each occurrence.
3. The Employer at its option shall replace the lost or damaged tools or reimburse the employee based on current replacement value. When calculating the amount to be reimbursed, depreciation will be applied to all electrical and pneumatic tools using a life expectancy of ten (10) years.

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**SAFETY COMMITTEE**

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A safety committee shall be established in each of the following divisions: Library, Parks, Water, Traffic Engineering, and Housing. The employer and employee representatives shall determine the composition of these committees. Generally, each major work area in the divisions shall have a Supervisor and employee representative on the committee. Employees serving on these committees shall participate without loss of regular pay exclusive of overtime or premium pay if such meetings should occur during an employee's regular workday. The purpose of these committees shall be to consider matters related to the health and safety of employees. The findings and recommendations of these committees shall be advisory to their respective division head.

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**VENDING MACHINE PROCEEDS - COMPENSATION GROUP 15**

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Proceeds from employee vending machines located at Emil Street Garage, Badger Road Garage, First and Johnson Garage and Sycamore Site shall be held in trust by the employees and used for such activities as picnics, flower fund, retirement gifts or like activities for the direct and general welfare of the employees in the respective Divisions.

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**COMMERCIAL DRIVER'S LICENSE**

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In the event an employee is required to acquire or renew a Commercial Driver's License and required endorsements, the City shall reimburse the employee for that part of the license which exceeds the base license cost. Such reimbursement shall be by disbursement check. Should the employee forfeit his/her license, the entire reimbursement shall be refunded to the City through payroll deduction. There shall be no recovery solely on the basis of separation from service.

In the event an employee who is required by the City to maintain a CDL has such license suspended or revoked for a period of sixty (60) calendar days or less, she/he shall be reassigned to tasks within her/his classification that do not require a CDL during the period of suspension or revocation.

If the CDL is suspended or revoked for a period longer than sixty (60) days, but not more than twelve (12) months, the employee may be given a leave of absence without pay or benefits for the duration of the suspension or revocation of the license. However, if the employee is assigned to operate a commercial motor vehicle (CMV) as part of her/his job duties on twenty-five (25) or fewer days in the previous twelve (12) months, the employee will not be placed on an unpaid leave of absence, but instead will be subject to disciplinary action including suspension, subject to the just cause standard. If the duties to which the employee is assigned require the employee to operate a non-commercial vehicle, the employee will be required to obtain a valid occupational license within sixty (60) days of revocation. The City is under no obligation to modify or reassign an employee's normal job assignments. This exclusion is created solely for employees who may operate a CMV as an exception to their normal job duties.

If the CDL is suspended or revoked for a period of more than one (1) year, the employee will be placed on layoff with no rights to recall.

Any employee who fails to notify the employer of the loss of her/his CDL may be subject to disciplinary action subject to the just cause standard.

The City will not install an interlocking device on any City vehicle.

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#### **DRIVER'S LICENSE**

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In the event an employee's actual work is such that s/he operates a motor vehicle and her/his license to operate such motor vehicle suspended or revoked for a period of sixty (60) calendar days or less, the employee shall be reassigned to tasks within her/his classification that do not require a driver's license during the period of suspension or revocation.

If the driver's license is suspended or revoked for a period longer than sixty (60) days, but for not more than one (1) year, the employee will obtain an occupational driver's license; if the employee is unable to obtain an occupational driver's license, the employee will be placed on an unpaid leave of absence for up to one (1) year, or until such time as the license is restored, or an occupational license is obtained. However, if the employee is assigned to operate a motor vehicle as part of her/his job duties on twenty-five (25) or fewer days in the previous twelve (12) months, the employee will not be placed on a leave of absence, but instead will be subject to disciplinary action including suspension, subject to the just cause standard.

If the driver's license is suspended or revoked for a period of more than one (1) year, and no occupational license can be obtained, the employee will be placed on layoff without rights to recall.

The City will not install an interlocking device on any City vehicle.

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#### **FLEXIBLE WORK SCHEDULES**

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The City strives to be a family-friendly employer and recognizes that employees have a life outside the workplace. To be as accommodating as possible, the City offers employees the opportunity to

work a flexible work schedule that is compatible with the needs of the respective department. Employees interested in working a flexible work schedule should consult with their direct supervisor, department work rules or department head. APM 2-35 provides greater detail regarding flexible work schedules and the process for requesting a flexible work schedule.

## **ALTERNATE WORK SCHEDULES**

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The City may also incorporate alternate work schedules to meet the needs of the department/division or employee or both.

- A. Alternative schedules are available based on the following operating rules:
1. The alternative schedules shall be viewed and understood to be at management's discretion.
  2. Service levels shall be maintained and staffing levels shall be maintained to support services.
  3. Overtime shall not result from the alternative schedules.
  4. Staff will be expected to change schedules to provide coverage during vacation, training, or other leave. *The City retains the sole right to modify work schedules.*
  5. The alternative work schedule is a privilege, not a right.
  6. Personnel should bear in mind the probability of required schedule changes when planning for days off.
  7. Personnel will not be permitted to change or exchange schedules with other personnel.
- B. Covered Employees: All employees may be eligible for a schedule of a 4-day, a 4.5-day, or alternative workweek as approved by their supervisor.
- C. Participation: Eligible employees who are interested in a 4-day, 4.5-day, or alternative workweek shall make a written request for approval from their supervisor.
- D. Overtime: Overtime provisions are modified to provide for overtime after 38.75 or 40-hours per week or any time worked outside of the normal workweek as defined above. Overtime occurs after a regular scheduled shift at a rate of 1-1/2 times regular pay, and 4-hours after a regular scheduled shift at a rate of two (2) times regular pay.
- E. Holiday: *All weeks that include a holiday during the normal workweek, scheduled hours will revert to the normal 7.75 or 8 hour/5-day week.*
- In the event that a handbook designated holiday falls on a normal workday, employees who are scheduled off will be paid holiday pay not to exceed 7.75 hours for a 38.75-hour workweek, or eight (8) hours for a 40-hour workweek.
- In the event that a handbook designated holiday falls on a Saturday or regularly scheduled weekday off, employees shall be granted a day (7.75 hours for 38.75-hour workweek, eight (8) hours for 40-hour workweek) off at a time which is agreeable to the employee and the supervisor.
- In the event that a handbook designated holiday falls on a Sunday, the following Monday shall be designated the holiday. Employees scheduled off will be paid holiday pay not to exceed 7.75 hours for a 38.75-hour workweek, or eight (8) hours for a 40-hour workweek. Employees for whom that Monday is a regularly scheduled week day off shall be granted a day (7.75 hours for 38.75-hour workweek, eight (8) hours for 40-hour workweek) off at a time which is agreeable to the employee and supervisor.
- F. Paid Leave: In the event that a handbook designated paid leave day falls on a normal workday, employees who are scheduled off will receive leave not to exceed 7.75 hours for a 38.75-hour workweek, or 8 hours for a 40-hour workweek.

In the event that a handbook designated paid leave day falls on a Saturday, Sunday or regularly scheduled weekday off, employees shall be granted a day (7.75 hours for 38.75-hour workweek, 8 hours for a 40-hour workweek) off at a time which is agreeable to the employee and the supervisor.

- G. Sick Leave: For the purposes of accrual, a day shall be defined as 7.75 hours for a 38.75-hour workweek (3.88 hours earned per pay period), or 8 hours for a 40-hour workweek (4.0 hours earned per pay period). When an employee uses sick leave he/she shall be paid for actual time lost, up to a maximum of the total hours normally scheduled to work that day. The time used will be deducted from the employee's sick leave time accumulated.
- H. Jury Duty: If an employee is required to attend Jury Duty, the employee shall be paid for time missed from work due to such absences, not to exceed 7.75 hours or eight (8) hours respectively.
- I. Bereavement: For the purposes of death in the immediate family, a day shall be defined as 7.75 hours for employees working 38.75-hour workweek, and a day shall be defined as eight (8) hours for employees working 40-hour workweek. When an employee is granted three (3) days bereavement per this provision, they are entitled to 23.25 hours of bereavement for a 38.75-hour workweek, or 24 hours for a 40-hour workweek. Employees may choose to supplement with vacation or comp time in order to receive pay for the difference between benefit pay and scheduled work pay.
- J. Vacation: For the purposes of vacation, a day shall be defined as 7.75 hours for employees working 38.75-hour workweek, and eight (8) hours for employees working a 40-hour workweek. When an employee uses vacation, he/she shall be paid for the actual time off up to a maximum of the total hours normally scheduled to work that day. The time shall be deducted from the employee's vacation balance.
- K. Floating Holidays: For employees working a 38.75-hour workweek, 3.5 floating holidays shall be defined as 27.13 hours. For employees working a 40-hour workweek, 3.5 floating holidays shall be defined as 28 hours. When an employee uses a floating holiday, he/she shall be paid for the actual time off, up to a maximum of the total hours normally scheduled to work that day.
- L. Leave without Pay and Military: Fifteen (15) working days shall be defined as three (3) calendar weeks.
- M. Appeal: The decision to deny a request for a 4-day, 4.5-day, or alternative workweek cannot, under any circumstances, be appealed to arbitration.

## Appendix A: Seasonal and Hourly Employees

### BENEFITS

- A. Posting: Employees are entitled to make applications for regular full-time or regular part-time position vacancies.
- B. Mileage: Employees who may on occasion use their own cars at the request of the employer shall be compensated for such use at the rate set by the Internal Revenue Service.
- C. Overtime: Receive 1-1/2 times their hourly rate for all time paid in excess of 40 hours per week.
- D. Holidays: Employees shall receive holiday benefits only if they work the scheduled workday prior to and after the holiday unless their absence prior to and after the holiday is approved in writing by the employer. Such benefits shall, at the option of the employer, be either time off with pay on the day of the holiday or if employees are required to work on the holiday, they shall be compensated at the rate of straight time for hours worked plus holiday pay
- E. Sick Leave: Employees shall receive sick leave in accordance with the following provisions:
1. Employees shall receive eight (8) hours of sick leave upon completion of every two hundred (200) hours of work to a maximum of three (3) days in the calendar year. The three (3) day maximum shall apply regardless of any payout or loss of accumulated sick leave resulting from a resignation, seasonal layoff or termination. "Hours of work" shall be defined to include only hours actually worked and shall not include any paid or unpaid leave time.
  2. Sick leave use for seasonal/hourly employees shall be accordance with the standards established for permanent employees and applicable departmental standards.
  3. At the time of seasonal layoff, a seasonal/hourly employee shall be paid 50% of the value of any unused sick leave. If a seasonal/hourly employee terminated or resigns prior to the end of the season, s/he shall forfeit accumulated sick time. A seasonal/hourly employee resigning in order to return to school for the fall semester shall be considered a seasonal layoff.
  4. If a seasonal/hourly employee moves from seasonal/hourly to permanent status any accrued sick leave (used or unused) shall be subtracted from the sick leave calculation discussed in G. below.
  5. Library Pages and other non-seasonal hourly employees will be allowed to carry-over a maximum of three (3) sick days for the next calendar year for a total of six (6) allowable days. Sick leave cannot be greater than six (6) days in any subsequent calendar year.
- F. Conversion to Permanent Status: Any employee who secures permanent status shall serve a probationary period.
- G. Benefits and Seniority upon Conversion to Permanent Status: In the event that either a seasonal or hourly employee obtains permanent status without an interruption of work (Defined as 3 consecutive pay periods), then:
1. Sick Leave and Vacation: Such employee shall upon completion of probation, if one is served, receive 1/2-day sick leave for each eighty (80) hours worked and one (1) day of vacation leave for each 208 hours worked from the earliest date of employment followed by uninterrupted work. If the position is obtained through a non-competitive process, then such benefits shall be limited to the earliest date of uninterrupted employment with the City but no more than the past four (4) years.

2. Seniority: Such employee upon completion of probation, if one is served, shall have his/her seniority and longevity credit date established by dividing the total number of hours worked from the first date of employment followed by uninterrupted work by the normal daily hours rounded up to the nearest full day. (Example: an hourly employee worked five (5) hours per week for fifty-two (52) weeks. Five (5) hours x fifty-two (52) weeks = two hundred and sixty (260) total hours worked. Two hundred and sixty (260) hours divided by eight (8) hours = 32.5 days. This employee's seniority and longevity credit date would be established at 33 workdays prior to the employee's date of appointment to permanent status.)
  3. Probation and base salary increases shall be related to the date of permanent appointment.
- H. Safety Shoes: Following three (3) months of continuous employment, seasonal and hourly employees required to wear safety shoes shall be entitled to reimbursement consistent with the limitation on reimbursement for permanent employees. However, Departments shall maintain the discretion to allow seasonal and hourly employees, required to wear safety shoes, to receive immediate reimbursement, consistent with the annual limitation for permanent employees. In the event that a seasonal or hourly employee leaves employment with the City prior to three (3) months, the employee shall reimburse the City for the safety shoes. If the employee does not comply with this requirement, the amount shall be deducted from the employee's final paycheck.
- I. Employee Definition and Work Limitations:
1. For employees in Compensation Group 15: Hourly employees are defined as persons who were hired for the period of April through the Friday following the Thanksgiving Holiday, and may be assigned to perform a variety of jobs as vacation replacements. Yardwaste Attendants may start the last week of March.
  2. For employees in Compensation Groups 16 and 20: Seasonal employees are defined as persons who are employed and/or re-employed on a temporary basis for seasonal work of a temporary nature. Hourly employees are persons who are employed on a temporary basis or in continuously-filled positions working on average less than fifty percent (50%) time.

Seasonal and hourly employees in Compensation Groups 16 and 20 shall work no more than one thousand three hundred fifty (1,350) hours in a calendar year, and the City will not rotate seasonal and hourly employees in and out of a job to provide a continuously-filled position.

Employees in Compensation Groups 15, 16 and 20, who work beyond the calendar or hours limitations outlined above shall receive triple time for all hours worked beyond the limitations.
  3. For employees in Compensation Group 31: Employees in this compensation group are classified as Library Pages. There is no limitation on the duration or number of hours a Library Page can work.
- J. Probation and Just Cause: Employees covered under this Appendix may be disciplined or discharged only for just cause after serving a probationary period. Employees covered under this Appendix shall serve a probationary period during the first 1,350 hours worked. Employees who have passed the probationary period and then move from seasonal/hourly status to permanent status, by applying and obtaining a vacant permanent position, shall be subject to a six (6) month trial period during which time the employee shall be entitled to return to his/her former seasonal/hourly position if either the employee or Employer so decides and the position still exists. This provision will not prevent normal seasonal layoffs

or layoffs due to a lack of work or funds. This provision does not apply to Comp Group 15 seasonal employees.

- K. Grievance and Arbitration: Employees will have the right of grievance and arbitration for the purpose of enforcing the benefits and rights set forth in this handbook and City ordinance.
- L. Worker's Compensation & Unemployment: Employees will receive Worker's Compensation and Unemployment benefits as provided in the Wisconsin State Statutes.
- M. Pension and Insurance: The City of Madison shall make such contribution as may be required by the Group Insurance Board and/or Department of Employee Trust Funds rules towards premium costs of eligible employees. Any dispute regarding eligibility and contribution level shall be determined by the Group Insurance Board or Department of Employee Trust Funds.
- N. Commercial Driver's License: The City shall reimburse employees the cost associated with any required Commercial Driver's License. Failure to obtain or maintain any required license within the timeframe specified for the position will result in termination of employment.
- O. Bus Passes: Employees will be entitled to the same benefit as permanent employees.

## Appendix B: Crossing Guards

### BENEFITS

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- A. Posting: Employees are entitled to make applications for regular full-time or regular part-time position vacancies.
- B. Mileage: Employees who may on occasion use their own cars at the request of the employer shall be compensated for such use at the rate set by the Internal Revenue Service.
- C. Crossing Guard Salary Schedule: Employees shall be hired at the minimum step and shall progress to the next highest step upon completion of a total of one (1) years' service. In computing annual increments for step purposes, service credit shall be granted on a monthly time period basis, with such credit based upon uninterrupted scheduled employment. Crossing Guards hired for the normal school year shall receive service credit for if such employees perform continuous, regularly scheduled hours of work during the school term, and upon returning in the fall of the same year, shall carry such service time over to be applied during the then current school term. If employees do not return to regularly scheduled work within a one (1) year period after termination, such service credit shall not be accumulated and credited for past service.  
Overtime: Receive 1-1/2 times their hourly rate for all time paid in excess of 40 hours per week.
- D. Holidays: All Crossing Guards shall receive the following holidays at straight time:
1. Martin Luther King, Jr. Day
  2. Memorial Day
  3. Up to four (4) days to be used for school district designated days off due to teacher-in-service or professional development.
  4. Labor Day
  5. Thanksgiving
  6. Friday after Thanksgiving
- If Crossing Guards are scheduled to work on any of the above dates they will receive straight time pay for all hours worked in addition to pay for the holiday. Holiday pay will be contingent upon the employee working his/her full assigned work shift on the workday preceding and following the days indicated above.
- E. Sick Leave: Employees shall receive sick leave in accordance with the following provisions:
1. Crossing guards shall receive one (1) day (3 hours) of sick leave upon completion of every seventy-five (75) hours of work to a maximum of three (3) days in the calendar year. The three (3) day maximum shall apply regardless of any payout or loss of accumulated sick leave resulting from a resignation, seasonal layoff or termination. "Hours of work" shall be defined to include only hours actually worked, including overtime hours, but it shall not include any paid or unpaid leave time.
  2. Sick leave shall be accordance with the standards established for permanent employees and applicable departmental standards.
  3. At the time of seasonal lay-off employees shall be paid 50% of the value of any unused sick leave. For Crossing Guards, end of season shall be correlated with the end of the school year. If a crossing guard is terminated or resigns prior to the end of the season, s/he shall forfeit accumulated sick time.
  4. If a Crossing Guard moves to a permanent position any accrued sick leave (used or unused) shall be subtracted from the sick leave calculation discussed G. below.

- F. Conversion to Permanent Status: Any employee who secures permanent status shall serve a probationary period.
- G. Benefits and Seniority upon Conversion to Permanent Status: In the event that a Crossing Guard obtains permanent status without an interruption of work (defined as 3 pay periods), then:
1. Sick Leave and Vacation: Such employee shall upon completion of probation, if one is served, receive 1/2-day sick leave for each eighty (80) hours worked and one (1) day of vacation leave for each 208 hours worked from the earliest date of employment followed by uninterrupted work.
  2. Seniority: Such employee upon completion of probation, if one is served, shall have his/her seniority and longevity credit date established by dividing the total number of hours worked from the first date of employment followed by uninterrupted work by the normal daily hours rounded up to the nearest full day. (Example: a crossing guard worked 5 hours per week for 52 weeks. 5 hours' x 52 weeks = 260 total hours worked. 260 hours divided by 8 hours = 32.5 days. This employee's seniority and longevity credit date would be established at 33 workdays prior to the employee's date of appointment to permanent status.)
- H. Corner Assignments: The employer agrees to make assignments to summer corners among those who volunteer for such assignments, provided there are sufficient numbers of volunteers. The employer will notify Crossing Guards of their school corner assignments on August 15th of each year or on the date of orientation whichever is earliest.
- Crossing guards who are required to transport cones to their location of assignments will be paid an additional fifty cents (\$.50) per hour for hours worked.
- I. Crossing Guard Seniority: Crossing Guards accrue seniority based upon their length of service with the City. Seniority shall be used in making assignments, reductions and other employment related determinations.
- J. Death in the Immediate Family: Employees shall be allowed three (3) consecutive workdays leave with pay in the event of the death of such employee's spouse or designated family partner (in accordance with APM 2-14) or the employee's, employee's spouse's or family partner's father, mother, children, brother, sister, step-parents, stepbrother, stepsister, grandparents, great grandparents, brother-in-law, sister-in-law, stepchildren or grandchildren. Such leave must be used within two weeks of the death, memorial service, and/or funeral service which is the basis for the leave. Authorization for exceptions to this requirement can be obtained through the Human Resources Director.
- K. Other City Employment: Crossing Guards may hold other City employment, however, they are not eligible to work in any other position whereby the combination of the normal hours scheduled in the two (2) positions causes the employee to exceed the handbook standard for overtime compensation.
- L. Life Insurance: The employer will continue to provide a Group Life Insurance Plan at least equal to the State Group Life Insurance Plan on the same shared cost basis during the life of the Agreement.
- M. Pension and Health Insurance: The City of Madison shall make such contribution as may be required by the Group Insurance Board and/or Department of Employee Trust Funds rules towards premium costs of eligible employees. Any dispute regarding eligibility and contribution level shall be determined by the Group Insurance Board or Department of Employee Trust Funds.
- N. Uniforms: The City shall provide the following protective clothing to Crossing Guards:
1. A safety vest

2. An orange raincoat
3. An orange parka

Items lost or damaged due to proven negligence by the employee shall be replaced by the employee at his/her own expense.

- O. Clothing Allowance: The City will provide a clothing allowance of up to \$165 per year towards the purchase of hats, scarves, sweaters, gloves, waterproof pants and boots. The City shall replace items damaged as a result of performance of duty. Newly hired Crossing Guards shall not be eligible to receive reimbursement during the first month of employment. Upon completion of their first month of employment, the clothing allowance shall be retroactively applied.
- P. Worker's Compensation and Unemployment: Employees will receive Worker's Compensation and Unemployment benefits as provided in the Wisconsin State Statutes.
- Q. Probation and Just Cause: Employees may be disciplined or discharged only for just cause after serving a probationary period of six (6) cumulative months.

## Appendix C: Stagehands

### BENEFITS

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- A. Posting: Employees are entitled to make applications for regular full-time or regular part-time position vacancies.
- B. Probation and Discharge:
1. All employees, within their first seventy-two (72) hours of employment, shall provide required I-9 information and any other employment documentation required by the employer including a complete City Job application form. Failure to provide the required documentation within the first seventy-two (72) hours of employment shall result in immediate termination.
  2. Employees shall be considered on probation for the first twenty (20) workdays as stagehands working for the Monona Terrace Community and Convention Center (MTCCC). Probation may be extended for an additional ten (10) days at any time during the first twenty (20) workdays. During the probationary period the employer shall perform background checks and shall evaluate performance and conduct to determine if the employee shall continue to perform work for the MTCCC. Any disciplinary action, up to and including immediate termination during the probationary period shall not be subject to appeal in any way.
  3. If an employee is not assigned to work at the MTCCC for a period of one (1) year, continuous service shall be considered broken and if/when the individual is assigned to work at the MTCCC it shall be considered a new hire subject to the above provisions in paragraphs 1 and 2. A list of employees will be provided to IATSE upon request.
  4. IATSE shall not assign any employee to work at the MTCCC who has been discharged by the City of Madison for just cause.
  5. Upon request by the City, IATSE will provide a list of members/extras industry certifications.
- C. Health Insurance: The City will pay an amount equal to the 10% of the total gross wages earned by a stagehand to the IATSE Health and Welfare Plan. These payments will be made monthly and must be received within fifteen (15) days of the end of the month in which wages are earned. In conjunction with each payment, the employer shall submit a remittance report showing the names of the employees for whom contributions are being made, their Social Security numbers, their dates of employment, their gross earnings as well as the amount of contributions paid for them.
- D. Wisconsin Retirement System: The City shall pay to the Wisconsin Retirement System (WRS) the required employer contribution for eligible employees.
- E. Worker's Compensation: The City will provide Worker's Compensation in accordance with state statutes.
- F. Monona Terrace Operations Stagehands:
1. Operations stagehands are paid at the same rate as Hands.
  2. Operations calls with three (3) or more stagehands shall have one (1) stagehand paid at the Steward rate.
  3. All operation Stagehands will receive a minimum of three (3) hours per shift.
  4. In computing wages for all work, time shall be charged in ½ hour increments.
  5. Overtime: For the purposes of Fair Labor Standards Act (FLSA) compliance only, a weekly work period shall be defined as seven consecutive days (Sunday through

- Saturday). The City will ensure employees are compensated in accordance with FLSA standards.
6. Overtime Pay: 1-1/2 times the applicable base rate shall be paid for work performed after eight (8) consecutive hours within a daily work period. Double the applicable base rate shall be paid for work performed in excess of eighteen (18) hours within a daily work period.
  7. Premium Pay: 1-1/2 times the applicable base rate shall be paid for work performed between midnight and 7:00 a.m. Work performed in excess of eight (8) hours and between midnight and 7:00 a.m. shall be at double the applicable base rate. Work performed after eighteen (18) hours within the same work period between the hours of midnight and 7:00 a.m. shall be paid at three (3) times the applicable rate of pay.
  8. MTCCC shall schedule stagehands as MTCCC deems necessary by informing the Stage Business Agent (SBA) of the day, hours, and number of stagehands needed to perform the work.
  9. Training: Stagehands shall participate in all training as required by MTCCC and the City of Madison.
  10. Employees are entitled to a fifteen (15) minute paid break for every four (4) hours of a work, at a mutually agreeable time. Employees who work a show call will be given a fifteen (15) paid break before he/she starts work on the out of an attraction.
  11. The employer shall provide a safe and healthy work environment for the performance of work covered by this Agreement. The employer shall not discriminate or retaliate against any employee who reasonably refuses to work due to an unsafe or unhealthy condition.

G. Monona Terrace AV Stagehands:

1. Monona Terrace AV Stagehands are paid at the Head Rigger rate for all tasks scheduled by the MTCCC AV Department.
2. MTCCC AV Department shall schedule stagehands as MTCCC deems necessary by scheduling the hands directly and informing the SBA of the schedule.
3. No Steward shall be assigned for any AV Stagehand shifts.
4. AV Stagehands are entitled to a fifteen (15) minute paid break for every four (4) hours of a work call, at a mutually agreeable time.
5. AV Stagehands will receive a minimum of three (3) hours pay per shift. MTCCC reserves the right to cancel any shift within seventy-two (72) hours prior to the start of the shift.
6. In computing wages for all work, time shall be charged in ½ hour increments.
7. Overtime: For the purposes of FLSA compliance only, a weekly work period shall be defined as seven consecutive days (Sunday through Saturday). The City will ensure employees are compensated in accordance with FLSA standards.
8. Overtime Pay: 1-1/2 times the applicable base rate shall be paid for work performed after eight (8) consecutive hours within a daily work period. Double the applicable base rate shall be paid for work performed in excess of eighteen (18) hours within a daily work period.
9. Premium Pay: 1-1/2 times the applicable base rate shall be paid for work performed between midnight and 7:00 a.m. Work performed in excess of eight (8) hours and between midnight and 7:00 a.m. shall be at double the applicable base rate. Work performed after eighteen (18) hours within the same work period between the hours of midnight and 7:00 a.m. shall be paid at three (3) times the applicable rate of pay.
10. When MTCCC deems it appropriate to hire stagehands to work as forklift operators, he/she shall be paid the same rate as AV Stagehands.

12. Training: AV Stagehands shall participate in all training as required by MTCCC and the City of Madison. A minimum is not applicable for a non-mandatory in-service training by MTCCC.
13. The employer shall provide a safe and healthy work environment for the performance of work covered by this Agreement. The employer shall not discriminate or retaliate against any employee who reasonably refuses to work due to an unsafe or unhealthy condition.
14. Holiday Pay: 1-1/2 times the applicable base rate shall be paid for all work performed on City of Madison Holidays.

H. Show Rates:

1. If a touring show requests labor that is structured according to the yellow card format and the call is of sixteen (16) people or more, the following conditions apply:
2. The first person called in the following departments shall be the Head and shall receive Head pay. Head pay shall apply even if no other employees in the department are called. Typically, the Head carpenter shall oversee other Heads and shall serve as the liaison between the crew, the building, and the client. The departments include carpenter, electrician, audio, wardrobe, hair and make-up, props, fly system, video/projection. Heads may be released from rehearsal or performance calls if equipment from the department, or employees performing work of the department, are not being used. Heads will be required when any equipment from a particular department is used. The parties agree that the phrase, "any equipment from a particular department" means any equipment of the type historically used by personnel in that department, and is not limited to equipment actually owned or controlled by the employer. It is understood that not every piece of equipment belongs to an individual department, and that any individual piece of equipment will not require Head pay for more than one Head. Past practice will be used in determining when it is appropriate to call and/or release a Head.
3. Heads will always be considered working members of the crew.
4. The number of employees called to work in connection with an event shall be that number which is ordinarily adequate to perform the work anticipated within the time expected to be available. However, the minimum number of employees required under the provisions of an IATSE Yellow Card shall be determined by the Yellow Card. A copy of the Yellow Card shall be supplied to Monona Terrace upon receipt.
5. All personnel shall receive a minimum of four (4) hours pay per call for a "load in" (set up). All personnel shall receive a minimum of three (3) hours pay for a "load out" (take down) except that the minimum of the four (4) hours pay shall apply for those people added above the number requested for the "load in" or for those whose "load out" is twenty-four (24) or more hours after the beginning of the "load in" and is their only call of the day. All personnel shall receive a minimum of two (2) hours pay per recall. A recall is defined as a resumption of work within two (2) hours of the beginning of an unpaid break. Work continuing after time off in excess of two (2) hours shall require a three (3) hour minimum. If work resulting in the call does not require a full two (2) or three (3) hours of labor the individual may be assigned other work related to the current event within the same performance space.
6. In computing wages for all work, all fractions of an hour shall receive a full hour of pay, except the out of an attraction, after the minimum out has been completed, and the crew is in overtime, the time is charged in 1/2 hour increments.
7. The City and MTCCC retains the right to schedule a four (4) hour multi-task work call.

8. A daily work period includes all time worked from the start of the first call of the day until the end of the last call that precedes an eight (8) hour unpaid break. Personnel released from a call must have an eight (8) hour break before returning to work for the same attraction the next day.
9. The load out after an attraction shall begin at the call time determined by the SBA/Union Steward in association with the Promoter's Representative and the attraction's Stage Manager, or the end of the attraction, whichever comes first.
10. Employees are entitled to a fifteen (15) minute paid break for every four (4) hours of a work call, at a mutually agreeable time. Employees who work a show call will be given a fifteen (15) minute paid break before they start work on the out of an attraction.
11. Call Changes and Cancellations:
  - a. The employer will provide twelve (12) hours' notice to the SBA of the change in time of a call. IATSE, upon receipt of such notice, will make a reasonable effort to notify employees of the change. If twelve (12) hours' notice for call change is not provided by the employer, the employer agrees to pay a penalty of an additional hour at the applicable rate to each employee assigned to the call.
  - b. The employer will provide twenty-four (24) hours' notice to the SBA of the cancellation of a call. IATSE, upon receipt of such notice, will make a reasonable effort to notify employees of the cancellation. If twenty-four (24) hours' notice for a cancellation is not provided by the employer, the employee shall be paid according to the provisions and applicable rates of the original work call.
12. Performance and Rehearsal Rates Conditions:
  - a. A performance or rehearsal shall be a three (3) hour minimum call. This excludes the complimentary ½-hour call time preceding the announced show time.
  - b. All performance personnel shall be paid per hour for performances over three (3) hours in length at the applicable performance base rate.
  - c. 1-1/2 times the applicable performance rate shall be paid for each hour or fraction thereof a performance or rehearsal that runs between midnight and 8:00 a.m. and on Holidays listed in this handbook.
  - d. Performance personnel may be called for no more than one (1) continuous hour immediately preceding or following a performance or rehearsal call to perform work relating to that performance or rehearsal. Such work shall be paid at the applicable hourly rate and no minimum personnel shall apply.
13. Loading:
  - a. Loaders shall be employed each time a truck with a bed size of 14' or larger is used for show scenery or theatrical equipment at the MTCCC.
  - b. A member of the Road Crew must supervise the loading and unloading of all show related vehicles.
  - c. Persons employed as loaders shall work only in the truck or other show related vehicles.
14. Overtime Pay, Premium Pay, and Holiday Pay Conditions:
  - a. Overtime: For purposes of Fair Labor Standards Act (FLSA) compliance only, a weekly work period shall be defined as seven consecutive days (Sunday through Saturday). The City will ensure employees are compensated in accordance with FLSA standards.

- b. Overtime Pay: 1-1/2 times the applicable base rate shall be paid for work performed after eight (8) consecutive hours within a daily work period. Double the applicable base rate shall be paid for work performed in excess of eighteen (18) hours within a daily work period.
  - c. Premium Pay: 1-1/2 times the applicable base rate shall be paid for work performed between midnight and 7:00 a.m. Work performed in excess of eight (8) hours and between midnight and 7:00 a.m. shall be paid at double the applicable base rate.
  - d. Holiday Pay: 1-1/2 times the applicable base rate shall be paid for all work performed on New Year's Day, Martin Luther King Jr. Day (the third Monday in January), Memorial Day (the last Monday in May), Independence Day, Labor Day, Thanksgiving Day, December 24th and December 25th. For payroll purposes, Holiday pay shall commence with the first call of the actual holiday and conclude at the end of the last call of the actual holiday.
  - e. Pay shall not exceed double the base rate unless the crew has worked more than eighteen (18) hours. Triple the applicable base rate shall be paid for all work done after eighteen (18) hours in any one daily work period between the hours of midnight and 7:00 a.m. Pay shall not exceed three (3) times the applicable base rate.
  - f. IATSE shall not refuse to relieve any personnel who can no longer work safely due to fatigue.
  - g. For purposes of Fair Labor Standards Act (FLSA) compliance only, a weekly work period shall be defined as seven consecutive days (Sunday through Saturday). The City will ensure employees are compensated in accordance with FLSA standards.
15. Rigging and Climbing:
- a. Climbing is the term applied to all work that involves the attachment or mounting of equipment to or from theatrical grids and to all work that involves working on the ceiling or roof structure. Persons called as a climber shall be paid at the climber rate for at least a minimum call or until the work is finished, whichever is greater.
  - b. Persons who are asked to focus lights, adjust microphones or any other equipment while climbing on a truss, shall be paid at the climbing rate in hourly increments for time spent doing that work.
  - c. Rigging is a term applied to all work done to support the work of a climber, including the assembly and tying on of cable and chain combinations prior to them being pulled in the air by climbers. It is also applied to all work done on a theatrical grid to move sheaves and maintain the fly system. Persons called as a Rigger shall be paid at that rate for at least a minimum call or until the work is finished, whichever is greater.
  - d. Persons of the carpentry or electricians crew asked to perform rigging work on the grid or to focus box booms shall be paid at the rigging rate in hourly increments for time spent doing that work.
  - e. Installation, construction, and/or modification of permanent theater systems shall be compensated at the "Rigger" rate.

16. Audio and/or Video Recording, Broadcasting, Webcasting, or the Taking of Motion Pictures:
  - a. Any personnel who perform duties for any rehearsal, performance or presentation that is being video and/or audio recorded, filmed, broadcast, or webcast shall be paid at 1-1/2 times the applicable rate.
  - b. The following video and/or recording activities shall be exempt from the provisions of 16.a.
    1. Videotaping or audio recording for archival or production purposes via one (1) fixed camera location or one (1) mono audio house feed.
    2. Videotaping for television publicity segments or news of not more than two (2) minutes duration of which no continuous sequence shall exceed thirty (30) seconds.
    3. Camera blocking videotapes (for preparation purposes) that may be made during performances or rehearsals prior to the primary videotaping activity. Preparation videotapes may not be used in the telecast release, in non-commercial educational segments and/or any documentary footage or promotional material.
    4. Videotaping to be utilized in audio-visual presentations for classroom educational material provided on a non-commercial basis.
    5. Videotaping or audio recording used for non-commercial, public access television broadcast.
  - c. Should any recording exempted per the language above, and be subsequently used for any commercial broadcast, webcast or commercial sale, including, but not limited to DVD or CD sales; including any such broadcasts, webcasts, or sales done by third parties, then the conditions of shall be applied retroactively to any and all applicable rehearsals, performances or presentations. It shall be the employer's obligation to inform employee representatives of any such instances, and compensate personnel accordingly.

## Appendix D: CG15 Schedules

### SCHEDULE A: FLEET SERVICE

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#### First Street

6:00 a.m. - 2:00 p.m. (M-F)

6:30 a.m. - 2:30 p.m. (M-F)

7:00 a.m. - 3:00 p.m. (M-F)

7:30 a.m. - 3:30 p.m. (M-F)

8:00 a.m. - 4:00 p.m. (M-F)

#### West Badger Road

6:30 a.m. - 2:30 p.m. (M-F)

2:00 p.m. - 10:00 p.m. (M-F)

#### Sycamore

6:00 a.m. - 2:00 p.m. (M-F)

1:30 p.m. - 9:30 p.m. (M-F)

#### Fire Maintenance

7:00 a.m. - 3:00 p.m. (M-F)

7:30 a.m. - 3:30 p.m. (M-F)

8:00 a.m. - 4:00 p.m. (M-F)

The Employer shall post the employee's assignment to the above schedule of hours on the bulletin board. Beginning May 1 through November 1, Night Crew hours would be from 9:30 a.m. to 5:30 p.m. at Sycamore and 10:00 a.m. to 6:00 p.m. at Badger on Fridays.

### SCHEDULE B-1: ENGINEERING DIVISION

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#### Sewer Maintenance and Construction Crews

7:30 a.m. to 3:30 p.m.

#### Construction Inspection and Survey Crews

7:30 a.m. to 3:30 p.m.

## Work Schedule Adjustment

- A. The City shall have the right to adjust the work schedules of the positions of Construction Inspectors 1 and 2, and Engineering Aide when such adjustments are necessitated by a third party, such as an independent contractor working on a City construction project. Such work schedule adjustments shall be made by the department or division head. No premium pay penalties shall be applicable for schedule adjustments made under this Paragraph. Advance notice of work schedule adjustments will be given to the employee whenever possible.
- B. When the employee is assigned to office duties, either at the City-County Building or the Emil Street Engineering Building, the employee's work schedule shall be agreed upon by the employee and the Engineer in charge of the Section to which the employee is assigned. In the event such agreement cannot be reached, then the employee's work schedule shall be from 7:30 a.m. to 3:30 p.m.

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## SCHEDULE B-2: ENGINEERING DIVISION

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### Sewer Emergency Crews

The Engineering Division Sewer Emergency Crew shall work on a daily shift seven (7) days per week including all legal holidays every day of the year. The work schedules for the Sewer Emergency Crew shall be as follows:

- A. 3:00 a.m. to 11:00 p.m. Monday through Friday including City observed holidays
- B. 9:00 a.m. to 11:00 p.m. on Saturday and Sunday
- C. 7:30 a.m. to 3:30 p.m. on City observed holidays only

The schedule for the Street and Sewer Maintenance Worker 3 and Street and Sewer Maintenance Worker 1 or Street and Sewer Machine Operator 1 working the above shifts is to be posted on the bulletin board in the lunch room at the Emil Street Engineering Division Service Building. It is the responsibility of the designated employee to work his assigned shift unless at least four (4) days prior to the start of the shift, the employee and another qualified employee of the same classification, who is scheduled to work the regular shift (7:30 a.m. to 3:30 p.m., Monday through Friday) for the same period, obtain the approval of their immediate supervisor to exchange the assigned weekend shifts and following night shift, a two-week period, for the regular shift. Said approval shall not be unreasonably withheld.

A worker may be working on a Sunday (9:00 a.m. to 11:00 p.m.) shift and in the same week (week is defined as beginning on Sunday and ending the following Saturday) working a Saturday (9:00 a.m. to 11:00 p.m.) shift. For the Sunday shift the worker receives compensatory time off at the rate of time-and-one-half (1-1/2) for the first twelve (12) hours and at the rate of double (2) time for the last two (2) hours. For the Saturday shift the worker receives compensatory time off at the rate of straight time for the first eight (8) hours, time-and-one-half (1-1/2) for the next four (4) hours and double (2) time for the last two (2) hours. Unless there is a mutual agreement between the employee and his immediate supervisor, the employee will take the five (5) days compensatory time off on the five (5) normal (Monday through Friday) working days immediately following his Sunday fourteen (14) hour shift and immediately preceding his Saturday fourteen (14) hour shift.

**SCHEDULE C: STREETS DIVISION**

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|   |   |
|---|---|
| <b>Solid Waste Collection</b>               | 7:00 a.m. to 3:00 p.m. M - F  |
| <b>Recycling</b>                            | 7:00 a.m. to 3:00 p.m. M - F  |
| <b>Street Repair</b>                        | 7:00 a.m. to 3:00 p.m. M - F  |
| <b>Street Cleaning</b>                      | 7:00 a.m. to 3:00 p.m. M - F<br>4:00 a.m. to 12:00 p.m.* M - F<br>6:00 a.m. to 2:00 p.m.* M - F |
| <b>Loadall (or Sweeper Support Vehicle)</b> | 6:00 a.m. to 2:00 p.m. M - F  |

\*These shifts will be in effect from the end of Spring Sweeping through the Wednesday immediately prior to Thanksgiving Day.

The City may implement a ten-hour, four day per week shift, in accordance with the Streets' ten-hour day pilot plan.

**Spring Sweeping Program**

|   |                                  |
|---|----------------------------------|
| March 1st or later and end no later than April 30th | 10:00 p.m. to 6:00 a.m. SUN - TH |
|---|----------------------------------|

Sweepers, Loadall, Flushers, Support Vehicle

|   |                              |
|---|------------------------------|
| <b>Transfer Station/Brush Processing Site</b> | 7:00 a.m. to 3:00 p.m. M - F |
|---|------------------------------|

|             |   |
|-------------|---|
| <b>Shop</b> | 6:00 a.m. to 2:00 p.m. M - F<br>7:00 a.m. to 3:00 p.m. M - F<br>2:30 p.m. to 10:30 p.m. M - F |
|-------------|---|

NOTE: Beginning the 1st Friday in May through the 2nd Friday in October, the second shift (3:00 p.m. to 11:00 p.m.) hours will be from 11:00 a.m. to 7:00 p.m. on Fridays.

**YARD WASTE DROP OFF SITE**

**(These hours are in effect in conjunction with the opening and closing of the Yard Waste Drop Off Sites.)**

Shift A is Sunday through Thursday

Shift B is Tuesday through Saturday

For days worked Monday through Friday, employees work in accordance to one of the prior schedules.

For Saturday and Sunday 8:30 a.m. to 4:30 p.m. SAT - SUN  
6:00 a.m. to 2:00 p.m.\* M - F

\*Employees assigned to this shift will empty yard waste trucks and trucks associated with the program, if needed, and then are reassigned in accordance to the annual job signoff.

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**SCHEDULE D: MADISON PUBLIC LIBRARY WORK SCHEDULES**

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|                                 |    |       |                        |
|---------------------------------|----|-------|------------------------|
| Custodial Worker Second Shift   | 1) | M - F | 3:30 p.m. - 11:30 p.m. |
|                                 | 2) | T - F | 3:30 p.m. - 11:30 p.m. |
|                                 |    | S     | 2:00 p.m. - 10:00 p.m. |
| Custodial Worker 3              |    | M - F | 3:30 p.m. - 11:30 p.m. |
| Facility Maintenance Worker     |    | T - S | 6:15 a.m. - 2:15 p.m.  |
| Maintenance Mechanic 1          |    | M - F | 7:15 a.m. - 3:15 p.m.  |
| Branch Library Custodian        |    | M - F | 4:00 a.m. - 12:00 p.m. |
| Maintenance Mechanic 2          |    | M - F | 7:15 a.m. - 3:15 p.m.  |
| Library Maintenance Coordinator |    | M - F | 7:45 a.m. - 3:45 p.m.  |

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

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

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

### Tentative Timeline

Where both parties are in agreement:

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

Where there is disagreement:

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