22.01 (INTENT)
(1) The purpose of this Chapter is to increase the general efficiency of the City of Prairie du Chien ("City"), to maintain a positive relationship between the City and its employees, and to promote the well-being and security of those employees.

(2) The provisions of this Chapter shall apply to all City employees, Boards, Committees, Commissions and affiliates.

(3) If any portion of this Chapter conflicts with the working agreement between the City and its negotiating units, it shall be null and void to that extent.

(4) Provisions of the State Statutes, s. 62.13 and Chapter 43 as they pertain to the Police and Fire Departments and the Public Library respectively, shall take precedence over this Chapter.

22.02 (EQUAL OPPORTUNITY)
The City of Prairie du Chien is an equal opportunity employer. In accordance with state law we encourage and foster the employment of all persons regardless of their age, race, creed, color, sex, national origin, religion or ancestry. The City will also make every reasonable accommodation for individuals with disabilities.

22.03 (DEFINITIONS)
For the purpose of this section, the following definitions shall be applied:

(1) “APPOINTMENT TO AN ACTING POSITION” shall be defined as any employee approved by the Common Council to serve in an acting position. An employee may be appointed to an acting position because of the incumbent's resignation, extended sick leave, extended suspension, leave of absence, or for other reasons approved by the Common Council. The acting appointment shall be a provisional one that is only effective until the usual selection process, as set forth in these ordinances, is implemented to replace the former incumbent. When this is accomplished, the employee filling the acting position shall be either terminated, if that employee was not an employee before said acting appointment, or returned to her or his former position.
(2) “COMPENSATORY TIME” shall be defined as time off that is granted to an eligible employee as compensation for working overtime.

(3) “CONTINUOUS EMPLOYMENT” shall be defined as year round employment as evidenced by uninterrupted payment on the payroll. It shall not be construed to be interrupted by absence of an employee while receiving from the City Worker’s Compensation payments or full salary in lieu thereof for temporary disability.

(4) “DISCIPLINE” shall be defined as a suspension without pay or termination, which shall be subject to grievance. It shall further be defined to not include the following:
   a) Placing an employee on paid administrative leave pending an internal investigation
   b) Counseling, meetings or other pre-disciplinary action
   c) Actions taken to address work performance, including use of a performance improvement plan or job targets
   d) Demotion, transfer or change in job assignment
   e) Oral or written reprimands
   f) Layoffs or workforce reduction activities
   g) Performance evaluations or reviews
   h) Documentation of employee acts and/or omissions in an employment file
   i) Non-disciplinary wage, benefit or salary adjustments, and
   j) Change in assignment or assignment location

(5) “EMERGENCY APPOINTMENT” shall be defined as an appointment for employment for a period of not exceeding ten (10) days for work for which the need cannot be anticipated.

(6) “EXTENDED FAMILY” shall be defined as the employee’s aunt, uncle, aunt (including the spouse of an aunt), uncle (including the spouse of an uncle), the uncle or aunt of a spouse (including spouse of the spouse’s aunt or uncle), foster parent, foster child, niece, the spouse of a niece, nephew, the spouse of a nephew, and first cousin (including spouse of a first cousin).

(7) “IMMEDIATE FAMILY” shall be defined as the parent (including step-parent), son, daughter, step-son, step-daughter, grandchild (including step-grandchildren), grandparent (including step-grandparent), brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law of an employee.

(8) “IMPARTIAL HEARING OFFICER” shall be defined as an independent labor arbitrator; a human resource official with another municipality, corporate entity or governing body; or a staff member of the Wisconsin Employment Relations Commission (WERC).

(9) “LIMITED TERM EMPLOYMENT” shall be defined as an appointment for employment during the leave of absence of a permanent employee, or for the duration of a project which is not seasonal and has an established probable date of termination.

(10) “MILITARY LEAVE REPLACEMENT APPOINTMENT” shall be defined as an appointment made for the duration of the leave of absence of employees entering the military service under provision of federal and state laws requiring restoration of employment.

(11) “PERMANENT EMPLOYMENT” shall be defined as working in a permanent position other than seasonal, temporary, provisional, emergency or prevailing rate, for full time or part time employment which requires the services of an employee without interruption for an indefinite period.

(12) “REGULAR OR PERMANENT PART-TIME EMPLOYEE” shall be defined as an employee who has been certified to a permanent position, who has satisfactorily completed her or his probationary period and whose employment is continuous and is for a smaller number of hours in any weekly or semi-monthly pay period than that established for full time.

(13) “REGULAR OR PERMANENT FULL-TIME EMPLOYEE” shall be defined as an employee normally scheduled to work at least forty (40) hours per week in employment in such class in the department in which the position is allocated.

1 Chapter 22.03 (6) – Amended by Ordinance 2014-25
2 Chapter 22.03 (7) – Amended by Ordinance 2014-25
(14) “SEASONAL APPOINTMENT” shall be defined as an appointment for employment for a period less than one (1) year, the need for which can be anticipated as likely to recur.

(15) “SENIORITY” shall be defined as the total calendar time elapsed since the date of the original employment, provided, however, that total time shall not be diminished by a temporary layoff or leaves of absence.

(16) “TEMPORARY APPOINTMENT” shall be defined as employment for a period not to exceed six (6) months for which the need is important and urgent.

(17) “TERMINATION” shall be defined as a discharge from employment for rule violations, poor performance or other acts of misconduct, which shall be subject to grievance. It shall further be defined to not include the following:
   a) Voluntarily quitting an employment position
   b) A layoff or failure to be recalled from a layoff at the expiration of the recall period
   c) Retirement
   d) Job abandonment or other failure to report to work
   e) Termination of employment due to medical condition, lack of qualification or license, or other inability to perform job duties
   f) Workforce reduction activities
   g) Job transfer or demotion
   h) Action taken for failure to meet the qualifications of the position
   i) Death, and
   j) End of the employment of a temporary, contract or part-time employee.

(18) “VACANCY” shall be defined as a job opening not previously existing, or a job created by the termination of employment, promotion, or transfer of existing personnel.

(19) “VACATION WEEK” shall be defined as consisting of five (5) days at eight hours per day, totaling forty hours. For employees who are classified as permanent part-time, a vacation week shall consist of the number of hours per week worked by said employee.

(20) “WORKPLACE SAFETY” shall be defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

(21) “SPOUSE” shall be defined as a partner in a marriage, civil union, domestic partnership or common-law marriage.3

22.04 (VACATION)
(1) LENGTH OF VACATION. All regular full-time employees, after one (1) year of continuous service, shall earn annual paid vacation as follows, upon the anniversary date of their initial day of employment:
   a) After completion of one (1) year of service – One (1) vacation week
   b) After completion of two (2) years of service through completion of the sixth (6th) year of service – Two (2) vacation weeks per year
   c) After completion of seventh (7th) year of service through completion of the eleventh (11th) year of service – Three (3) vacation weeks per year
   d) After completion of twelfth (12th) year of service through completion of the fourteenth (14th) year of service – Three-and-one-half (3 ½) vacation weeks per year
   e) After completion of fifteenth (15th) year of service through completion of the nineteenth (19th) year of service – Four (4) vacation weeks per year
   f) After completion of twentieth (20th) year of service – Five (5) vacation weeks per year

Annual vacation is provided to an employee at the beginning of each calendar year. Employees may anticipate the annual leave which he or she could earn during the current calendar year. However, if an employee uses annual leave on an anticipated basis and resigns or is terminated from his or her position, the employee shall be

3 Chapter 22.03 (21) – Amended by Ordinance 2014-25
10 Chapter 22.04 – Amended by Ordinance 2016-06
Chapter 22.04 – Amended by Ordinance 2017-05
required to reimburse the City, at the employee’s current rate of pay, for any anticipated annual leave used in excess of leave actually earned.

(2) POLICE OFFICERS. For police officers who are removed from the collective bargaining unit, if vacation benefits under the collective bargaining agreement are more favorable, at the time of promotion, not including the Chief of Police, vacation will be determined according to the collective bargaining agreement, otherwise, vacation shall be determined according to Section 1.

(3) CARRYOVER OF UNUSED VACATION. Employees shall be permitted to carry over forty (40) hours of vacation into the following calendar year, and any unused vacation from the previous year that is carried over must be used within six (6) months of said vacation being carried over or it shall be considered forfeited. There shall be no compounding under this provision. Carryover of vacation hours beyond forty (40) hours may be permitted but only with the written approval from the Personnel Committee, following a written request by the Department Head on behalf of the employee.

(4) BASIS FOR VACATION PAY. Vacation pay shall be based upon the employee's rate of pay at the time the vacation is taken.

(5) SENIORITY. The selection of vacation time shall be by seniority. Department heads shall have the authority to limit the number of employees, in their respective department, taking vacation at one time.

(6) TERMINATION. When an employee retires or terminates service with the City, the employee shall receive pay on said termination date for all accumulated unused vacation. Upon the death of an employee, the above benefit shall be paid to the estate or the designee.

22.05 (HOLIDAYS)

(1) Full-time employees shall be entitled to the following holidays off with pay:
   a) New Year’s Day
   b) Martin Luther King Day
   c) Memorial Day
   d) Independence Day
   e) Labor Day
   f) Thanksgiving Day
   g) Friday after Thanksgiving
   h) December 24
   i) December 25
   j) New Year's Eve
   k) Two (2) floating holidays of their choice.
      i) The employee must give notice to his/her supervisory employee one week in advance of the day selected to be used as the floating holiday. Floating holidays must be used as a full day and not as a fraction thereof. Floating holidays must be taken prior to the end of the year and cannot be carried over into the following year.
      ii) Floating holidays will be prorated for employees commencing employment during the calendar year.

(2) All employees shall receive holiday pay which shall be the number of the employee’s regular hours at their regular rate of pay. Employees who work on a holiday or any part of a holiday shall receive the following:
   a) Non-salaried employees shall receive compensation at a rate of one-and-a-half times their regular rate of pay or one-and-a-half times compensatory time, in addition to holiday pay for all hours worked during such holiday. The employee may choose between pay or compensatory time.
   b) Salaried employees shall receive one-and-a-half times compensatory time in addition to holiday pay for all hours worked during such holiday.
   c) For this section 22.05, “salaried employees” are defined as City Administrator, City Clerk-Treasurer, Chief of Police, Police Lieutenant, Fire Chief, Utility Director, City Planner, Park & Recreation Director, Library Director and Zoning Administrator. “Non-salaried employees” are defined as all employees not falling within the definition of “salaried employees”.

(3) When a holiday falls on a Saturday, the preceding Friday shall be designated as the holiday. When a holiday falls on a Sunday, the following Monday shall be designated as the holiday.

(4) Employees on unpaid leave of absence are not eligible for holiday pay.
22.06 (COMPENSATORY TIME AND OVERTIME)

(1) NON-SALARIED EMPLOYEES. The following provisions shall govern all non-salaried employees. “Non-salaried employees” are defined as all full-time employees not included in the definition of “salaried employees” set forth in Section 22.06(2).

(a) Non-salaried employees who work in excess of 40 hours per week shall receive either overtime pay or compensatory time, as set forth below, but not both:

(i) Overtime pay: All non-salaried employees shall be paid one and a half (1 ½) times their regular rate of pay for all hours worked in any week in excess of forty (40) hours. Holidays, vacation, and sick leave shall be considered time worked in computing overtime. Employees may choose to be awarded compensatory time in lieu of overtime.

(ii) Compensatory time: Employees may accumulate a maximum of eighty (80) hours of compensatory time. When an employee has not reached that maximum, compensatory time shall be earned at the rate of 1 ½ times for each hour of overtime worked. Compensatory time may be taken at the employee’s discretion, upon prior approval by the department head, unless restricted based on department needs.

(b) Except in an emergency, all overtime or compensatory time must be approved in advance by an employee’s department head in order for the overtime or compensatory time to be credited to the employee. Working overtime without prior approval may be grounds for discipline. “Emergency” shall be defined as snow removal, flooding, water breaks, the unplugging of sewers, and wind and ice storm damage.

(c) If an employee is called to work outside the employee’s regularly scheduled work shift as defined in Municipal Code Section 22.07 or as established by the employee’s department head, the employee shall be paid one and a half (1 ½) times their regular rate of pay for those hours. Such an employee shall receive a minimum of one (1) hour’s pay at the overtime rate. Time worked past one hour will be compensated in 15-minute increments. This does not apply to an extension of the normally scheduled workday, for which employees shall be compensated for actual time worked in 15-minute increments at 1 ½ times their regular rate of pay.

(d) All employees are expected to respond when called in for overtime work during events where personnel are required to protect public health, safety, or welfare, and at any other times determined to be necessary by any department head. Failure to respond and be available for work during regular or required overtime hours may be considered an unexcused absence and may be grounds for employee discipline or termination.

(e) Any regular hours approved by the department head and worked on Saturday or Sunday shall be compensated at one dollar and fifty cents ($1.50) per hour above the employee’s regular rate of pay. Any regular hours worked on Saturday that result in the employee having worked over forty (40) hours in that week shall be compensated at one and a half (1 ½) the employees rate of pay pursuant to Section 22.06(1)(a)(i) and shall not be eligible for the additional one dollar and fifty cents ($1.50) per hour.

(2) SALARIED EMPLOYEES. The following provisions shall govern all salaried employees. For this Section 22.06, “salaried employees” is defined as the City Administrator, City Clerk-Treasurer, Chief of Police, Police Lieutenant, Fire Chief, Utility Director, City Planner, Park & Recreation Director, Library Director, and Zoning Administrator.

(a) Salaried employees shall not receive credit for overtime worked in the form of pay. All overtime hours worked by salaried employee shall be reimbursed via compensatory time only pursuant to Section 22.06(1)(a)(ii) above.

(b) The Street Superintendent and all salaried employees except the City Administrator, shall receive approval from the City Administrator or his/her designee prior to working any hours eligible for compensatory time. The City Administrator shall receive approval from the Mayor or Council President prior to working any hours eligible for compensatory time.

(c) Salaried employees are subject to the term, requirements, and penalties set forth in Section 22.06(1)(d) above.
(3) MISCELLANEOUS PROVISIONS.

(a) Salaried and non-salaried employees will be compensated for hours spent in travel before and after normal working hours when the travel is to attend training programs that the employee is required to attend, subject to prior approval from the employee’s department head and the City Administrator.

(b) No part-time employee shall be offered overtime unless all full-time employees are already working overtime, are unavailable to work, or, in the judgment of the department head, are not physically able to perform the work.

22.07 (HOURS OF WORK)²

(1) STANDARD WORK WEEK. The standard work day for employees other than shift employees shall be eight consecutive hours. The standard work week shall consist of five eight hour days, Monday through Friday, unless otherwise determined by the head of each respective department. The standard work day for the Public Works Department shall be 6:30 a.m. until 3:00 p.m. For all other departments other than the Police Department, the standard work day shall be 8:00 a.m. to 4:30 p.m., unless approval of a different standard work day is granted by the City Administrator.

(2) BREAKS AND LUNCH PERIOD. Employees shall receive a one half-hour of paid break time and one half-hour of unpaid break time per eight hours of work.

(3) TEMPORARY CHANGES IN STANDARD WORK WEEK. Standard work day and work week may be changed or reduced by the department heads, subject to the approval of the City Administrator.

22.08 (RESPONSIBILITY FOR REPORTING TO WORK)

(1) All employees of the City shall be expected to report to work during inclement weather, disasters, and other adverse conditions.

(2) Employees unable to reach their work station because of inclement weather, disasters or other adverse situations may use vacation, floating holiday or compensatory time in lieu of a lost day of pay.

(3) Employees engaged in work directly related to health, safety, and welfare of the Community, including but not limited to the Police Department, Fire Department, and Public Works Departments, shall be expected to exhaust every effort in reporting to their work station at the appropriate time.

22.09 (ABSENCE OF EMPLOYEES FROM DUTY)

(1) SICK LEAVE.

(a) Sick leave shall include absence from duty because of illness, including but not limited to pregnancy and for visits to the doctor, dentist, or other recognized health care examinations; bodily injury, when not a Worker's Compensation case; exposure to contagious disease; and illness or death in the immediate family of the employee.

(b) All permanent, full time employees, including those serving on probation, earn sick leave at the rate of one day per month. Permanent employees who work less than full time earn sick leave on a pro-rated basis in accordance with the rate for a full time employee.

   1. Sick leave must be earned before it can be used and may not be anticipated.
   2. Sick leave shall be accumulated and credited to each employee.
   3. Sick leave accumulation shall be capped at one hundred twenty-five (125) days.

(c) At the request of the department head, an employee may be required to provide a medical certificate before being granted time off as sick leave.

(d) Probationary employees shall not be entitled to use sick leave until completion of their probationary period of employment.

² Chapter 22.07 – Amended by Ordinance 2014-25
Chapter 22.05 – Amended by Ordinance 2018-06
Chapter 22.06 – Amended by Ordinance 2018-07
(2) ABUSE OF SICK LEAVE.
(a) Employees who abuse sick leave shall be subject to disciplinary action. Specifically, whenever an employee establishes a pattern of use of sick leave which may be considered abusive, the supervisor shall counsel the employee about his or her sick leave habits and the City's expectation about attendance.
(b) If such a pattern continues, the supervisor shall notify the employee in writing of the problem and require that future absences will require a medical certificate to verify illness of the employee or family member.

(3) DEATH IN THE FAMILY.
Where there is a death in the immediate family or the extended family of an employee, said employee shall be granted up to three (3) days off without loss of pay and without charge to accrued sick leave or vacation of the employee.

(4) LEAVES OF ABSENCE.
(a) The City will comply with all requirements of the State and Federal Family and Medical Leave Act that apply to municipalities. In addition, department heads may grant leaves of absence without pay for personal reasons, as the City Administrator grants such leave to the department heads and the Personnel Committee grants such leave to the City Administrator. Such leaves of absence will be limited to three (3) calendar days per year. Requests for leaves of absence without pay for three or less calendar days shall be made by written application and submitted at least two (2) working days prior to the anticipated leave. For requests for a longer leave of absence without pay, the employee shall request authorization from the Personnel Committee. Requests submitted to the Personnel Committee shall be made by written application upon recommendation of the City Administrator and department head, and, in the case of department heads, upon recommendation of the City Administrator, and, in the case of the City Administrator, the Mayor.
(b) No employee shall be allowed to seek or hold other employment during a leave of absence except that leaves shall be granted to run for public office or to fill appointments to public office.

(5) MILITARY LEAVE.
(a) The City shall comply with all applicable military leave and veterans reemployment laws and shall grant leaves of absence as appropriate under such laws. Employees that are aware of the need to take military leave shall inform their supervisor as soon as possible. Employees returning from military service that intend to exercise their reemployment rights shall notify the City within the applicable time period provided by applicable law following their service.
(b) The City shall provide limited differential pay to certain employees ordered to service in the U.S. Armed Forces or National Guard. Non-probationary officials and employees of the City, and employees certified to permanent positions that have served at least 3 months on their probationary period are eligible for such pay. Individuals employed on a temporary, emergency, and/or limited term basis, are not eligible for differential pay. If the pay received by the eligible employee for the military service is less than the pay the employee would have received from the City during such period, the City shall pay the difference to the employee. Differential pay shall be paid for no more than two weeks of service time per calendar year.
(c) The City reserves the right to make a military leave replacement appointment to fill a vacancy created under this section.

(6) JURY SERVICE.
If employees of the City are absent because of jury duty where the salary paid for such jury duty is less than the salary paid by the City for such employee, the City shall reimburse said employee for the loss occasioned by such difference in pay. The leave granted by this section is in addition to all other leaves granted or authorized by any other provisions of City ordinances and the time of the leave granted under this section shall not be deemed a part of any leave granted or authorized by any other provisions of city ordinances. For the purpose of determining other fringe benefits such as sick leave and vacation time, the status of the employee shall be considered as though not interrupted by such jury duty. The City Administrator must be notified of employees granted leave for jury duty at the time such leave is granted.

(7) SUBPOENAED WITNESSES.
If any employee is subpoenaed to testify in a matter directly related to City employment, the employee shall be given reasonable time to do so without loss of pay. If the employee is subpoenaed to testify in a matter not directly related to City employment, the employee must use vacation, accumulated compensatory time, holiday time or leave without pay to cover the absence.

(8) MATERNITY, PATERNITY, ADOPTIVE AND PRE-ADOPTIVE FOSTER CARE LEAVE.
(a) Maternity, paternity, adoptive and pre-adoptive foster care leaves up to six (6) months shall be granted to eligible employees on permanent status who submit a written notice to the department head at least thirty (30) days prior to the anticipated departure date.
(b) The department head shall forward the notice to the City Administrator.
(d) All periods of leave related to maternity, paternity, adoptive and pre-adoptive foster leave shall be leave of absence without pay. Employees may use earned sick leave, vacation and/or holiday time, and anticipated vacation leave subject to Wisconsin Administrative Code E.R. 18.02 (6). Employees need not exhaust all reimbursable leave provided the original written notice for leave reserves such leave time.
(e) Employees on a maternity, paternity, adoptive and pre-adoptive foster leave of absence shall continue to participate in the group insurance.

22.10 (HIRING PROCEDURE)
(1) PROBATIONARY PERIOD.
(a) All new City of Prairie du Chien employees serve at least a six month probationary period, except fire fighters, department heads and the City Administrator who serve one year probation.
(b) Insurance Benefits. Probationary employees shall be entitled to all insurance benefits, if eligible, as provided in this ordinance on the first day of the month following their initial date of employment.
(c) Original Hire Extensions. An employee below the level of department head might be hired with a probationary period longer than six (6) months if it is determined by the Personnel Officer that the longer period is necessary, but in no case longer than one (1) year.
(d) Training Program Hires. If an employee is hired on a training program, the employee is on probation for the length of the contract plus six (6) months following completion of the training program.
(e) Extensions. The department head may request a probationary period be extended up to an additional six (6) months, when circumstances justify such an extension. Said approval must be approved by the Personnel Committee.
(f) Evaluation Procedure of Probationary Period. Supervisors will evaluate employee’s work performance, in writing, using the standards established for the position and the department. This will be accomplished at least once during and at the end of the probationary period.
(g) Dismissal During Probationary Period.
1. In the event a non-supervisory employee is dismissed, during his or her probationary period, there shall be no right to appeal the dismissal.
2. The City Administrator or a department head may be dismissed at any time during a probationary period by two thirds (2/3) vote of the Common Council upon recommendation of the Personnel Committee.

(2) NON-SUPERVISORY POSITION.
(a) When a vacancy occurs in a non-supervisory position, other than the Library and the Police and Fire Departments, the department head responsible for that position shall notify the City Administrator and Personnel Committee of said vacancy. When a vacancy occurs in a non-supervisory position at the Library, the Librarian shall notify the City Administrator and the Library Board of any vacancy. When a vacancy occurs in a non-supervisory position at the Police or Fire Departments, the chief of the department shall notify the City Administrator and the chairman of the Police and Fire Commission of any vacancy.
(b) The Common Council must approve the posting of any vacancy, other than the Library and the Police and Fire Departments, with the recommendation of the Personnel Committee. The Library Board must approve the posting of any vacancy at the Library. The Police and Fire Commission must approve the posting of any vacancy in the Police and Fire Departments.
(c) All vacancies shall be posted in areas easily accessible for existing employees to view.
(d) The department head, other than the Library and the Police and Fire Departments, shall be responsible for posting the vacancy and providing to the Personnel Committee a list of final candidates, to not exceed five individuals, but no fewer than three, if more than that number has applied.
(e) The Personnel Committee shall have the power to interview the final candidates for filling the vacancy, and make a recommendation to the Common Council.
(f) Interviews may be held in closed session pursuant to Wisconsin State Statutes.

(g) The Common Council shall have the final authority to approve the filling of a vacancy, other than those in the Library and the Police and Fire Departments.

(h) A transfer between departments shall be allowed, and any individual transferring between departments shall be allowed to do so without loss of seniority.

(i) A department head may, with approval of the City Administrator, make an immediate temporary appointment to fill any vacancy while the procedure herein outlined is applied.

(j) Department heads shall be charged with hiring permanent part-time, emergency, limited term, military leave replacement, seasonal and temporary appointments and positions, with written notification provided to the City Administrator.

(3) DEPARTMENT HEADS.

(a) In the event that a department head resigns, with the exception of the Police Chief, Fire Chief and the Library Director, the Personnel Committee and City Administrator shall recommend to the Common Council the successor for said position.

(b) The Common Council must approve the posting of any vacancy, with the exception of the Police Chief, Fire Chief and the Library Director, with the recommendation of the Personnel Committee, which shall provide a list of qualifications that the Personnel Committee shall apply in determining the best individual to fill the vacancy.

(c) The City Administrator and Personnel Committee shall be responsible for posting the vacancy and narrowing the list of final candidates, to not exceed five individuals, but no fewer than three, if more than that number has applied, for final interviews.

(d) The Personnel Committee shall have the power to interview the final candidates for filling the vacancy, and make a recommendation to the Common Council.

(e) Interviews may be held in closed session pursuant to Wisconsin State Statutes.

(f) A two thirds (2/3) vote of the Common Council is required to confirm the appointee.

(g) A transfer between departments shall be allowed, and any individual transferring between departments shall be allowed to do so without loss of seniority.

(4) CITY ADMINISTRATOR.

(a) In the event that the City Administrator resigns or is terminated, the Personnel Committee shall, with the aid of citizen members, recommend to the Common Council the successor for said position.

(b) The Common Council may appoint an Acting City Administrator under the definition of an appointment to a limited position, as defined in this chapter.

(c) The Personnel Committee will recommend to the Common Council the specific areas of expertise that will be necessary to best assist the Personnel Committee in their selection process. The Common Council will then appoint qualified citizens to participate with the Personnel Committee in the interviewing process. However, all final recommendations to the Common Council will be made exclusively by the Personnel Committee.

(d) The Chairperson of the Personnel Committee shall be responsible for posting the vacancy and narrowing the list of final candidates, to not exceed five individuals, but no fewer than three, if more than that number has applied, for final interviews.

(e) The Personnel Committee shall have the power to interview the final candidates for filling the vacancy, and make a recommendation to the Common Council.

(f) Interviews may be held in closed session pursuant to Wisconsin State Statutes.

(g) A two thirds (2/3) vote of the Common Council is required to confirm the appointee.

(h) The Council shall reserve the right to retain an outside employment service for the purpose of filling the position of City Administrator, with said retention being approved by a two-thirds (2/3) vote.

(5) BACKGROUND INVESTIGATIONS. Every new employee of the City shall have a routine background check made by the Police Department. This will be done before appointment and such report shall become a part of the individual’s personnel file. The personal background and criminal and/or civil action data will be evaluated in relation to the applicant’s perceived ability to perform the duties and responsibilities of the specific position for which he/she applied.

22.11 (EMPLOYEE PERFORMANCE AND DEVELOPMENT REPORT)

(1) Once a year, in the month of December, employees shall receive a written evaluation of their job performance. The supervisor will evaluate the employee’s work performance in terms of standards established for the position and department using an evaluation form approved by the Personnel Committee. The supervisor
shall discuss with the employee areas that need improvement or that have shown improvement. The employee will receive a signed copy of the report.

(a) The performance review of department heads, with the exception of the library, shall be done by the City Administrator. He or she shall report his findings to the Personnel Committee, with the exception of the Police Chief and Fire Chief, whose findings shall be reported to the Police and Fire Commission.

(b) The performance review of the City Administrator shall be done by the Personnel Committee, which shall report its findings to the Common Council.

(2) Any employee disagreeing with a supervisor's written evaluation shall have the right to file a written statement with the Personnel Committee for inclusion in the employee's permanent personnel file.

22.12 (OUTSIDE EMPLOYMENT)

(1) COMMON COUNCIL. No member of the Common Council shall receive compensation from the City for work or services rendered for the City, outside their normal elective duties, without approval of two-thirds (2/3) of the other members of the Common Council.

(2) PERMANENT FULL TIME EMPLOYEES.

(a) Permanent full time employees may engage in outside employment as long as written approval has been granted by the department head and such approval is filed with the City Administrator.

(b) Department heads may engage in outside employment as long as written approval has been granted by the City Administrator and approved by the Personnel Committee.

(c) The City Administrator may engage in outside employment as long as written approval has been granted by the Personnel Committee.

(d) No permanent full time employee shall receive compensation from the City for other than the employee's full time position, without approval of the City Administrator. An appeal of the City Administrator's decision may be made to the Personnel Committee. This section shall not apply to City employees who serve on the Prairie du Chien Fire Department.

(3) PERMANENT PART TIME EMPLOYEES.

(a) Permanent part time employees should advise their department heads of other employment.

(b) All City employees who have employment in addition to the City positions are expected to perform their official duties in an efficient and timely manner. If outside employment results in unacceptable working hours or on the job performance, the employee may be asked to relinquish such employment.

(c) Where there may be a question of a conflict of interest, the department head shall bring it to the attention of the Personnel Committee for a determination.

22.13 (RESIGNATION AND RETIREMENT)

(1) RESIGNATION.

(a) The City Administrator and department heads resigning shall submit a letter to the Mayor at least 30 days prior to such resignation.

(b) All other employees shall send a letter to the department head and the City Administrator at least two weeks prior to such resignation.

(c) A letter of resignation from the City Administrator or department head shall be acted upon by the Mayor who in turn will inform the Personnel Committee. Department heads shall act upon letters of resignation from employees within their departments.

(d) Any employee who has submitted a letter of resignation and receives compensation from another employer not approved prior as prescribed in Chapter 22.12 of the Municipal Code, prior to their final day of employment with the City, shall be terminated immediately.

(e) No employee, who has submitted their letter of resignation, shall be allowed to use vacation, sick or compensatory time after that submittal unless approved by the City Administrator.

22.14 (Layoff)

(1) In the event that a department head has to lay off employee(s), the employee(s) with the least seniority in that department and classification will be laid off first.

(2) Any employee affected by such layoff shall be given notice not less than fifteen (15) calendar days prior to the effective date.
(3) Recall from the layoff shall be by seniority. Recall rights shall extend for a period of eighteen (18) months. At the end of that period an employee forfeits all rights to recall. Recall rights may be exercised for the same classification or a lower classification for which an employee is qualified.

(4) Refusal or acceptance of a lower classification does not void recall rights to the original classification; however, refusal to accept recall to their last classification precludes any further recall.

**22.15 (SEVERANCE PAY)**

(1) When an employee retires, is terminated or leaves the service of the City, the employee shall receive credit on their termination date for all accumulated unused vacation and compensatory time subject to the eighty (80) hours maximum.

(2) When an employee retires, is terminated or leaves the service of the City, seventy-five (75) percent of accumulated sick leave will be paid out.

(3) Upon the death of an employee, the above benefit shall be paid to the estate or the designee.

(4) Payment of the aforementioned items shall be made at the conclusion of the pay period after the final date of employment.

**22.16 (DISCIPLINE, TERMINATION AND GRIEVANCE PROCEDURE)**

(1) REASONS AND PROCEDURES FOR DISCIPLINE. If the Common Council, the City Administrator or a department head deems it necessary to take disciplinary action, such information will be given to the employee in writing and will become part of the employee's personnel file. The following are examples of causes for discipline by the City Administrator or a department head:
   (a) Drinking on the job or arriving on the job under the influence of intoxicants or dangerous drugs.
   (b) Failure to follow orders of one's supervisor or department head.
   (c) Being absent from work without permission or failure to report to the supervisor or department head when one is absent.
   (d) Being habitually absent or tardy.
   (e) Failure to perform work in a professional or efficient manner.
   (f) Upon conviction of a felony having a relationship or detrimental effect upon the nature and performance of the employment.
   (g) Falsification of any records required by the City and of the City by contract or any other governmental agency.
   (h) Violation of established work rules and City ordinance directly related to employment.
   (i) Insubordination.
   (j) Any other conduct traditionally considered cause.

(2) ACCESS TO PERSONNEL FILES. Every employee shall have access to his or her own personnel file at reasonable times during regular working hours upon contacting the City Administrator.

(3) GRIEVANCE PROCEDURE
   (a) In the event that an employee has a disagreement concerning discipline, termination or workplace safety, every effort shall be made to resolve this with the immediate supervisor. If a satisfactory agreement is not obtained where applicable, a grievance may be filed. Only one subject matter shall be covered in any one grievance.
   (b) A written grievance shall contain the name of the grievant, a clear statement of the grievance, the issue involved, the date the incident took place, the remedy requested, signature of the grievant and the date of the written statement. When a written grievance is filed, the employee shall perform his or her assigned work task and grieve the complaint later. The granting or denial of merit increases shall not be the subject of the grievance procedure.
(c) Grievances, other than those from department heads, employees of the Prairie du Chien Public Library, and the City Administrator, shall be processed in the following manner:

1. Step One: The employee shall take the grievance up orally with the supervisor within ten (10) days of their knowledge of the occurrence of the event. The supervisor shall attempt to make a mutually satisfactory adjustment and, in any event, shall be required to give an answer within ten (10) days.

2. Step Two: The grievance shall be considered settled in Step One unless within ten (10) days after the supervisor's answer is due the grievance is reduced to writing and presented to the department head. The department head shall respond to the grievance in writing within ten (10) days.

3. Step Three: The grievance shall be considered settled in Step Two unless within ten (10) days from the date of the department head's written answer or last date due, the grievance is presented in writing to the City Administrator. The City Administrator shall respond in writing within ten (10) days.

4. Step Four: If a grievance is not settled at the third step, the employee may appeal the written grievance within ten (10) days after receipt of the written decision of the City Administrator and request to the Mayor that a hearing be held before an impartial hearing officer. The Common Council shall appoint the impartial hearing officer within thirty (30) days of receiving the request from the Mayor. The impartial hearing officer shall determine how the hearing will be held, and all costs affiliated with the hearing at this point shall be the responsibility of the City of Prairie du Chien.

5. Step Five: If a grievance is not settled at the fourth step, the employee may appeal the written grievance within ten (10) days after receipt of the written decision of the independent hearing officer to the Common Council. The Council shall decide the final appeal on a review of written documents and no new testimony or evidence shall be presented at this appeal level.

(d) Grievances from employees of the Prairie du Chien Public Library shall be processed in the following manner:

1. Step One: The employee shall take the grievance up orally with the Library Director within ten (10) days of their knowledge of the occurrence of the event. The Library Director shall attempt to make a mutually satisfactory adjustment and, in any event, shall be required to give an answer within ten (10) days.

2. Step Two: The grievance shall be considered settled in Step One unless within ten (10) days after the Library Director's answer is due the grievance is reduced to writing and presented to the Library Director. The Library Director shall respond to the grievance in writing within ten (10) days.

3. Step Three: If a grievance is not settled at the second step, the employee may appeal the written grievance within ten (10) days after receipt of the written decision of the Library Director and request to the President of the Library Board that a hearing be held before an impartial hearing officer. The Library Board shall appoint the impartial hearing officer within thirty (30) days of receiving the request from the Board President. The impartial hearing officer shall determine how the hearing will be held, and all costs affiliated with the hearing at this point shall be the responsibility of the City of Prairie du Chien.

4. Step Four: If a grievance is not settled at the third step, the employee may appeal the written grievance within ten (10) days after receipt of the written decision of the impartial hearing officer to the Library Board. The Library Board shall decide the final appeal on a review of written documents and no new testimony or evidence shall be presented at this appeal level.

(e) In the case of department heads, other than the Fire Chief or Police Chief, the following procedure shall be followed:

1. Step One: The employee shall take the grievance up orally with the City Administrator within ten (10) days of their knowledge of the occurrence of the event. The City Administrator shall attempt to make a mutually satisfactory adjustment and, in any event, shall be required to give an answer within ten (10) days.

2. Step Two: The grievance shall be considered settled in Step One unless within ten (10) days after the City Administrator's answer is due the grievance is reduced to writing and presented to the City Administrator. The City Administrator shall respond to the grievance in writing within ten (10) days.

3. Step Three: The grievance shall be considered settled in Step Two unless within ten (10) days from the date of the City Administrator's written answer or last date due, the grievance is presented in writing to the Mayor. The Mayor shall respond in writing within ten (10) days.
4. Step Four: If a grievance is not settled at the third step, the department head may appeal the written grievance within ten (10) days after receipt of the written decision of the Mayor and request to the Council President that a hearing be held before an impartial hearing officer. The Common Council shall appoint the impartial hearing officer within thirty (30) days of receiving the request from the employee. The impartial hearing officer shall determine how the hearing will be held, and all costs affiliated with the hearing at this point shall be the responsibility of the City of Prairie du Chien.

5. Step Five: If a grievance is not settled at the fourth step, the department head may appeal the written grievance within ten (10) days after receipt of the written decision of the impartial hearing officer to the Common Council. The Council shall decide the final appeal on a review of written documents and no new testimony or evidence shall be presented at this appeal level.

(f) In the case of the City Administrator, the following procedure shall be followed:

1. Step One: The employee shall take the grievance up orally with the Council President within ten (10) days of their knowledge of the occurrence of the event. The Council President shall attempt to make a mutually satisfactory adjustment and, in any event, shall be required to give an answer within ten (10) days.

2. Step Two: The grievance shall be considered settled in Step One unless within ten (10) days after the Council President’s answer is due the grievance is reduced to writing and presented to the Council President, who shall respond to the grievance in writing within ten (10) days.

3. Step Three: The grievance shall be considered settled in Step Two unless within ten (10) days from the date of the Council President’s written answer or last date due, the grievance is presented in writing to the Common Council with a request for a hearing before an impartial hearing officer. The Common Council shall appoint the impartial hearing officer within thirty (30) days of receiving the request from the City Administrator. The impartial hearing officer shall determine how the hearing will be held, and all costs affiliated with the hearing at this point shall be the responsibility of the City of Prairie du Chien.

4. Step Four: If a grievance is not settled at the third step, the City Administrator may appeal the written grievance within ten (10) days after receipt of the written decision of the impartial hearing officer to the Common Council. The Council shall decide the final appeal on a review of written documents and no new testimony or evidence shall be presented at this appeal level.

(g) Employees, at all steps of the grievance, shall retain the right to an attorney or union representation at their expense.

(h) Time Limits. The time limits set forth hereinabove shall be exclusive of Saturdays, Sundays and holidays and any grievance not processed by the employee in accordance with the time limits shall be considered dropped. Any grievance not processed by the employer in accordance with the time limits shall automatically go to the next higher step.

(i) Extension of Time Limits. Any time limits set forth in the foregoing steps may be extended by mutual agreement in writing.

22.17 (SEXUAL AND OTHER UNLAWFUL HARASSMENT)

(1) The City of Prairie du Chien is committed to maintaining a work environment that is free from discrimination and unlawful harassment.

(2) All City employees are required to be familiar with and comply with City policy prohibiting sexual and other unlawful harassment in the workplace.

(a) Prohibited sexual harassment includes, but is not limited to: unsolicited, unwelcome sexual advances or requests for sexual favors; unsolicited unwelcome verbal or physical conduct of a sexual nature making submission to (or rejection of) such conduct a factor in employment decisions affecting the employee; any employee conduct unreasonably interfering with another’s work performance by creating an intimidating, hostile or offensive work environment; and/or permission of such conduct to interfere with an employee’s work performance as to create a hostile, intimidating or offensive work environment.

(b) Prohibited other unlawful harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person’s status, such as race, color, ancestry, religion, national origin, age, medical condition, disability, marital status, veteran status, citizenship status or other protected group status.

(3) An employee who believes that he or she has been the subject of sexual or other unlawful harassment should report the matter as soon as possible to his or her immediate supervisor, who will then undertake an investigation to determine the facts.
(a) If the employee believes that a supervisor is involved in the sexual or other unlawful harassment, the employee should report the matter as soon as possible to the City Administrator, who will then undertake an investigation to determine the facts.
(b) If the employee believes the City Administrator is involved in sexual or other unlawful harassment, the employee should report the matter as soon as possible to the Personnel Committee, which will then undertake an investigation to determine the facts.

(4) Following the investigation, any employee found to have engaged in sexual or other unlawful harassment of another City employee shall be subject to discipline as set forth in this ordinance.

22.18 (REIMBURSEMENT RATE)
Any employee required to use his/her own automobile in the performance of his/her duties for the city shall be reimbursed at the rate established by the Internal Revenue Service, or the current reimbursement rate adopted by the Common Council, whichever is greater.

22.19 (EMPLOYEE BENEFITS)
(1) HEALTH INSURANCE PROVIDED. The City may provide health insurance to all eligible full-time employees through a carrier that it deems appropriate, unless otherwise provided by collective bargaining agreement or amendment to this ordinance.

(2) LIFE AND INCOME CONTINUATION INSURANCE. The City shall offer life insurance and Income Continuation Insurance to all full-time employees.

(3) BENEFIT ELIGIBILITY. No employee, hired after July 1st 2011, who works less than twelve hundred (1200) hours in rolling twelve-month period shall be eligible to be enrolled in any of the benefits described in this section. Any employee of the City, who is hired prior to July 1st 2011 and works more than six hundred (600) hours in a rolling twelve-month period, shall be eligible to be enrolled in any of the benefits described in this section.

(4) OPT-OUT PAYMENT. Any city employee shall receive the following annual payment if they elect not to participate in the city’s health insurance plan, to be paid in equal installments on each paycheck:
   (a) Three-thousand ($3000) dollars if the employee is eligible for the plan, but elects to not participate in the city's insurance plan
   (b) Three-thousand ($3000) dollars if the employee is eligible for the family plan, but elects to participate in the individual plan

(5) HEALTH REIMBURSEMENT ACCOUNT. The City shall provide a Health Reimbursement Account (HRA) for those active employees enrolled in the City Health Insurance Plan as follows:
   (a) Five hundred ($500) dollars per individual contract based on initial enrollment in the plan for the calendar year.
   (b) One thousand ($1000) dollars per family contract based on initial enrollment in the plan for the calendar year.
   (c) A new employee, who is eligible for the City Health Insurance Plan and hired prior to July 1st of a calendar year, shall receive the HRA contribution he or she is entitled to under Sections A and B of this Section for that calendar year. A new employee, who is eligible for the City Health Insurance Plan and hired after July 1st of a calendar year, shall not receive the HRA contribution for that calendar year.
   (d) Any currently-enrolled employee, whose contract status changes from single to family prior to July 1st of a calendar year due to a Special Enrollment Event, shall receive an additional $500 in their HRA account. Any currently-enrolled employee, whose contract status changes after July 1st of a calendar year due to a Special Enrollment Event, shall not receive any additional contributions to their HRA account for that calendar year.
   (e) Any current employee, who did not enroll when first eligible and then enrolls in an individual or family plan prior to July 1st of a calendar year due to a Special Enrollment Event, shall receive one-half of the HRA contribution under Sections A and B of this Section in their HRA account. Any current employee, who did not enroll when first eligible and then enrolls in an individual or family plan after July 1st of a calendar year due to a Special Enrollment Event, shall not receive any additional HRA contribution under Sections A and B of this Section in their HRA account.

5 Chapter 22.19 (5) – Amended by Ordinance 2013-26 and Ordinance 2013-11
(f) Any employee who declines or cancels coverage prior to July 1st of a calendar year shall have their HRA contribution for that calendar year reimbursed to the City.

(g) The funds in the HRA may be used to pay insurance deductibles and co-insurance while covered as an active employee under the plan.

(h) Any annual contribution funds that are unused at the end of a calendar year, in an employee’s HRA account, shall roll over to the succeeding year. The maximum amount of annual rollover will be $500 per individual contract and $1000 per family contract.

(i) In order to be eligible to receive rollover funds, you must have been enrolled in the City health insurance plan as of July 1st of that year and still enrolled as of December 31st. The maximum rollover amount will be determined by the coverage level you were enrolled in as of July 1st.

(j) There shall be a maximum balance on the HRA rollover account of six thousand ($6,000) dollars.

(k) Rollover funds will be calculated as of April 1st of each year to allow employees 90 days to turn in claims from the previous calendar year for reimbursement of the annual HRA contribution.

(l) Upon retirement or termination of employment from the city, or post enrollment in the City’s plan, the unexpended HRA balance of the rollover account will be available to the ex-enrollee, and/or the spouse and dependents of a deceased employee, for the purchase of all Section 213(d) qualified medical expenses. These expenses include all qualified medical expenses under the Section 125.

(m) Rollover funds will be available for a maximum of 5 years post coverage, or until the minimum balance on the account as of December 31st of any year is less than $200.

(n) It is the sole responsibility of the employee to arrange for reimbursement of qualified expenses from the HRA account.

(o) Upon termination of eligibility in the City health insurance plan, a covered plan participant will be offered COBRA, or any other federally required extension of benefits. The HRA fund is subject to the COBRA extension of benefits at a charge of 80% of the eligible annual employer contribution to the account.

(6) FLEXIBLE SPENDING ACCOUNT. The City shall provide to all full-time employees a flexible spending account, to be funded by the individual employee.

(7) CONTRIBUTION RATE. The rate of contribution to the health insurance premium by the employees of the City, unless otherwise provided by collective bargaining agreement or amendment to this ordinance, shall be determined by the Finance Committee as part of the annual budget review and approval.

(8) RETIRED EMPLOYEES.

(a) Employees retiring shall have the opportunity to continue, at the employee’s expense, and with the use of any unexpended accumulated sick leave as covered in Section 22.15 of this Chapter, and with the use of any unexpended Health Reimbursement Account (HRA) funds as covered in Section 22.20 (7) (f) of this Chapter, the present health insurance plan at the group rate, if and to the extent the carrier permits. Said opportunity shall expire, once the employee is eligible for Medicare or has reached the Social Security Normal Retirement Age, whichever comes first.

(b) Should the retiree have family coverage in place at the time he is no longer eligible for the group plan as outlined above, COBRA coverage shall be offered to the covered spouse and/or dependents.

(c) The eligible employee’s insured spouse and/or dependents shall have the opportunity to use the unexpended accumulated sick leave and the unexpended HRA funds for the purchase of health insurance benefits.

(d) Annual contributions to the HRA account shall cease upon retirement.

(9) Longevity. Commencing January 1, 2019, all employees who are currently not participating in a union contract shall receive longevity pay, in addition to regular pay, in accordance with the following schedule:

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<th>After X Years Employment</th>
<th>Additional Pay Per Month</th>
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Longevity pay will be paid on an annual basis with the last regular paycheck in November.

Chapter 22.19(9) – Added by Ordinance 2018-16
22.20 (PAY PERIOD)
Employees shall be paid every other Wednesday. Paychecks shall be available prior to 2:00 P.M. on each payday. If said payday falls on a holiday, the employees shall receive their paychecks on the day thereafter. Paychecks shall provide an itemized statement of rate of pay, overtime, holiday pay, sick pay, compensatory time, and deductions made. Employee time slips shall be submitted to City Hall no later 10:00 A.M. of the Monday proceeding the pay day.

22.21 (MISCELLANEOUS PROVISIONS)
(1) PHYSICAL AND DRUG AND ALCOHOL EXAMS. The City shall have the right to require physical exams, as well as drug and alcohol exams, of employees and shall pay for such examination so required.

(2) CALL-IN. Any represented employee called in to work outside his/her regular schedule shall be granted at least one (1) hour of pay at time at one-and-a-half (1 ½) times the rate of his or her regular rate of pay.

(3) LEGAL DEFENSE. The City Attorney shall defend any action brought against any employee covered under this ordinance, growing out of or done during the course of his or her employment.

(4) NEPOTISM. The City and any of its departments shall not hire or arrange for the immediate supervision of an employee who is related by marriage or by blood to the supervisor. It shall further be the policy of the City to allow the Common Council and any delegated representative to refuse to consider persons for employment who are related by blood or by adoption to other employees of the City.

(5) WORKERS COMPENSATION. All employees shall be covered by workers’ compensation insurance. In the event an employee suffers compensatory injury or illness in the course of performing his or her duties, he or she shall be paid the difference between the weekly compensation under Workers Compensation and his or her regular pay. The time paid for in this section shall not be charged to sick leave, and shall not exceed one (1) year.