

CITY OF FRANKLIN  
COMMON COUNCIL MEETING\*\*  
FRANKLIN CITY HALL COUNCIL CHAMBERS  
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY, DECEMBER 6, 2011, 6:30 P.M.

- A. Call to Order and Roll Call
- B.
  - 1. Citizen Comment Period
  - 2. Announcements from Mayor Taylor of upcoming community events & news items:
    - a. Proclamation declaring December 15, 2011 as "*Be a Santa to a Senior Day*" sponsored by Home Instead Senior Care.
- C. Approval of Minutes
  - 1. Approval of regular meeting of November 15, 2011.
  - 2. Approval of special meeting of November 29, 2011.
- D. Hearings
- E. Organizational Business
- F. Letters and Petitions
- G. Reports and Recommendations
  - 1. Consent Agenda
    - a. Donation from Brenwood Park Senior Apartments in the amount of \$330 to the Fire Department.
    - b. Donation from Franklin Lioness Club in the amount of \$125 to the Fire Department.
    - c. Donation from Franklin Lioness Club in the amount of \$125 to the Health Department.
  - 2. Request from Police Department to purchase replacement vehicle with funds from insurance reimbursement for damaged vehicle.
  - 3. 2011 year-end status of Police Department overtime account.
  - 4. Ordinance to amend the Municipal Code as it pertains to the penalties for unlawful use of Statewide Enhanced Emergency Services 911 Telephone Number.
  - 5. Proposed policy relative to sewer extension and cost recovery for the Ryan Creek Interceptor Public Sanitary Sewer Project and currently unsewered public sanitary sewer service areas in the City.
  - 6. Resolution to approve an updated Fund Balance Policy for the City of Franklin.
  - 7. City of Franklin Audit Agreement between Clifton Gunderson LLP and the City of Franklin for audit of the 2011 year.
  - 8. Resolution to establish a non-elective and non-discretionary contribution by participating employees to the City of Franklin bargained employees' retirement plan and to the City of Franklin certain employees' retirement plan.
  - 9. Resolution to establish the 2012 non-represented employee general wage adjustment; the rates of pay, wage schedule, and pay plan structure for Public Works, Sewer and Water, Custodial, Building Inspection, Engineering Technician, and Police Department Clerical employees; and the employee cost share of monthly health insurance premiums.

10. Resolution to adopt a revised Civil Service System Personnel Administration Program and a revised employee handbook.
11. Ordinance to repeal separate ordinances establishing fringe benefits for employees of the City of Franklin.
12. Patient Protection and Affordable Care Act (PPACA) non-grandfathered status for employee health plans.
13. 2012 Casualty Insurance Coverage.
14. Resolution requesting advisory referenda in the City of Franklin concerning public support for, or opposition to, reduction in the size and compensation of the Milwaukee County Board of Supervisors on the election ballot for the Tuesday, April 3, 2012 election (Alderman Skowronski).
15. Reschedule Committee of the Whole/Common Council meetings for January, 2012.

H. Licenses and Permits

1. Miscellaneous Licenses.

I. Bills

1. Vouchers and Payroll approval.

J. Adjournment

\*Supporting documentation and details of these agenda items are available at City hall during normal business hours.

\*\*Notice is given that a majority of the Personnel Committee may attend this meeting to gather information about an agenda item over which the Personnel Committee has decision-making responsibility. This may constitute a meeting of the Personnel Committee per State ex rel. Badke v. Greendale Village Board, even though the Personnel Committee will not take formal action at this meeting.

[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

REMINDERS:

December 8	Plan Commission	7:00 p.m.
December 20	Common Council	6:30 p.m.
December 23, 26, 30 and January 2, 2012	City Hall Closed-Holidays	

B.2.a.

# Proclamation

Whereas, Home Instead Senior Care serves the needs of seniors in our community, across the nation, and in 17 countries; and

Whereas, more than 50,000 trained caregivers assist seniors living independently in their homes; and

Whereas, each year Home Instead Senior Care sponsors the *Be a Santa to a Senior* program to provide companionship and gifts to the less fortunate seniors in Franklin and throughout the United States; and

Whereas, Home Instead Senior Care, area retailers, and community volunteers have partnered together for the *Be a Santa to a Senior* program to deliver more than 1,000 gifts to Milwaukee County seniors and over 1.5 million gifts nationally; and

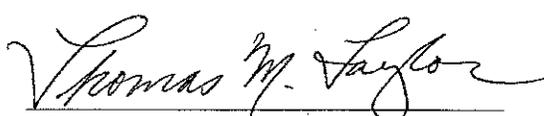
Whereas, *Be a Santa to a Senior* participants intend to recognize and celebrate our senior adults and the invaluable contributions they continue to make in our city; and

Whereas, on behalf of the citizens of Franklin, I thank Home Instead Senior Care for their years of service to our community, and their efforts to reach out to our senior citizens this holiday season.

Now Therefore, I, THOMAS M. TAYLOR, Mayor of the City of Franklin, Wisconsin, proclaim December 15, 2011 as

## BE A SANTA TO A SENIOR DAY

Dated: December 6, 2011

  
Thomas M. Taylor, Mayor



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<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>12/06/11</p>
<p>Reports and Recommendations</p>	<p>Donation from Brenwood Park Senior Apartments in the amount of \$330 to the Fire Department</p>	<p>ITEM NUMBER</p> <p><i>G.I.a.</i></p>

The City of Franklin Fire Department has received a donation from Brenwood Park Senior Apartments in the amount of \$330 to be used towards safety and education activities.

**COUNCIL ACTION REQUESTED**

Motion to accept the donation of \$330 from Brenwood Park Senior Apartments to the Fire Department.

**Brenwood Park Senior Apartments**  
9501 W. Loomis Rd., Franklin, WI 53132  
Office 414-427-8499  
Fax 414-525-7349  
[brenwood@oakbrookcorp.com](mailto:brenwood@oakbrookcorp.com)  
[www.brenwood-park.com](http://www.brenwood-park.com)

November 4, 2011

Attention Jim Martins  
8901 W. Drexel Ave.  
Franklin, WI 53132

Dear Jim,

Each year at our Arts & Crafts Fair, our crafters donate one of their items to raise money for the Franklin Fire Dept./Paramedics. This year they raised \$330.00

This is a small token of appreciation from all our residents for the great job you all do. Please extend a huge thanks to the whole team.

Best regards,



Becky Bohne  
Admin. Asst.

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/06/11</p>
<p>Reports and Recommendations</p>	<p>Donation from Franklin Lioness Club in the amount of \$125 to the Fire Department</p>	<p>ITEM NUMBER</p> <p><i>G.I.B.</i></p>

The City of Franklin Fire Department has received a donation from the Franklin Lioness Club in the amount of \$125 to be used towards fire safety programs.

COUNCIL ACTION REQUESTED

Motion to accept the donation of \$125 from the Franklin Lioness Club to the Fire Department.

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<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 12/06/11
<b>Reports and Recommendations</b>	<b>Donation from Franklin Lioness Club in the amount of \$125 to the Health Department</b>	<b>ITEM NUMBER</b> <i>G.l.c.</i>

The City of Franklin Health Department has received a donation from Franklin Lioness Club in the amount of \$125 to be used towards continued service to the community.

**COUNCIL ACTION REQUESTED**

Motion to accept the donation of \$125 from Franklin Lioness Club to the Health Department.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/06/2011</p>
<p>REPORTS &amp; RECOMMENDATIONS</p>	<p>REQUEST FROM POLICE DEPARTMENT TO PURCHASE REPLACEMENT VEHICLE WITH FUNDS FROM INSURANCE REIMBURSEMENT FOR DAMAGED VEHICLE</p>	<p>ITEM NUMBER</p> <p><i>G.2.</i></p>

**BACKGROUND AND ANALYSIS**

Two squad cars involved in accidents in 2011 have been declared totaled. Neither accident was the officers' fault and the other drivers' insurance company reimbursed the city a total of \$29,173.49 for the 2 squads (\$17,982.66 and \$11,190.93). Funding was deposited in the Capital Outlay Fund.

The Police Department replaced the first squad with funds within its budget earmarked for vehicle replacement. The Department currently has no funding available to replace the current squad (Car #120).

**RECOMENDATIONS**

The Police Department is requesting an increase in the Capital Outlay Fund Automobile Budget in the amount of \$26,900 due to insurance proceeds received to allow the Police Department to replace squad #120.

**FISCAL NOTE**

The estimated cost of the squad is \$23,392.00 and another approximately \$3,500.00 to change over and add new emergency equipment.

**COUNCIL ACTION REQUESTED**

Motion to authorize the Police Department to purchase an additional vehicle in the amount of \$26,900 with a budget adjustment to be made at a later date.





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<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>12/06/2011</p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>2011 YEAR-END STATUS OF POLICE DEPARTMENT OVERTIME ACCOUNT</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G.3.</i></p>

**BACKGROUND AND ANALYSIS**

In spring of 2011, the Police Department responded to a mutual aid request to provide police officers at the Wisconsin State Capitol assistance in the policing of protest crowds associated with the passage of Act 10 by the Governor and State legislature.

The Police Department expended \$18,610.92 of its budgeted overtime funds to send officers to this deployment. In September of this year, the City of Franklin received a reimbursement check from the State for the total of \$18,610.92.

**RECOMENDATIONS**

The Police Department is forecasting to be over it's overtime budget for 2011 due in large part to this unexpected expenditure for mutual aid. The Department would like this fact noted and consider an end of the year adjustment, if needed.

**COUNCIL ACTION REQUESTED**



**WISCONSIN DEPARTMENT OF  
ADMINISTRATION**

**SCOTT WALKER  
GOVERNOR  
MIKE HUEBSCH  
SECRETARY**

Office of the Secretary  
Post Office Box 7864  
Madison, WI 53707-7864  
Voice (608) 266-1741  
Fax (608) 267-3842

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September 22, 2011

Dear Local Law Enforcement Official:

Enclosed is a check for the reimbursement of costs your local law enforcement agency incurred related to the heightened security in and around the State Capitol building in 2011. Thank you for the mutual aid and security assistance provided at the State Capitol during this critical time.

Should you have questions or require additional information, please contact the Mutual Aid mailbox at [DOASCOMutualAid@wisconsin.gov](mailto:DOASCOMutualAid@wisconsin.gov) or Scott Miller at (608) 266-9636.

Enclosure

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">12/06/11</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">An Ordinance to Amend the Municipal Code as it Pertains to the Penalties for Unlawful Use of Statewide Enhanced Emergency Services 911 Telephone Number</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.4.</i></p>

On July 21, 2009, the Common Council passed, upon the recommendation of the Chief of Police, City of Franklin Ordinance No. 2009-1975, which amended the Municipal Code to provide for increased penalties for the misuse of the Statewide Enhanced Emergency Services 911 telephone number. The present ordinance imposes penalties for certain excessive and repeated violations that occur within a 12 month period. The Chief of Police has recommended an amendment to penalize those excessive and repeated violations occurring within a single calendar year. This amendment will allow the Police Department to more easily identify qualifying offenses based on the way the Department's computer system stores data.

**COUNCIL ACTION REQUESTED**

A motion to adopt an Ordinance to Amend the Municipal Code as it Pertains to the Penalties for Unlawful Use of Statewide Enhanced Emergency Services 911 Telephone Number as presented.

## ORDINANCE NO. 2011-\_\_\_\_\_

AN ORDINANCE TO AMEND THE MUNICIPAL CODE  
AS IT PERTAINS TO THE PENALTIES FOR  
UNLAWFUL USE OF STATEWIDE ENHANCED  
EMERGENCY SERVICES 911 TELEPHONE NUMBER

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WHEREAS, the Chief of the Franklin Police Department has identified certain activities which negatively impact the effectiveness of the Statewide Enhanced Emergency Services 911 telephone number; and

WHEREAS, the City's present ordinance regulating the use of the Statewide Enhanced Emergency Services 911 telephone number fails to address all the of activities which are negatively impacting the effectiveness of the system; and

WHEREAS, the Police Chief has recommended that the City amend its ordinance to better ensure the effectiveness of the Enhanced Emergency Services 911 telephone number system; and

WHEREAS, the Mayor and Common Council having previously adopted said ordinance on July 21, 2009 as City of Franklin Ordinance No. 2009-1975; and

WHEREAS, the Police Chief has recommended certain modifications to the ordinance to enhance its manageability and enforcement;

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

Section 1: § 183-67.2-D-3 of the Municipal Code of the City of Franklin, Wisconsin, is hereby repealed and recreated to read as follows:

D. Repeated Inadvertent or Mistaken Misuse.

3. Violations of this subsection shall be subject to forfeitures as follows:

- i. For the 4th and 5th violations in any calendar year, a forfeiture of \$50.
- ii. For the 6th and 7th violations in any calendar year, a forfeiture of \$100.
- iii. For the 8th and 9th violations in any calendar year, a forfeiture of \$150.

iv. For the 10th and all subsequent violations in any calendar year, a forfeiture not less than \$200 nor more than \$1,000.

Section 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

Section 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Section 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

\_\_\_\_\_  
Thomas M. Taylor, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

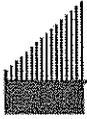
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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">December 6, 2011</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">Proposed policy relative to sewer extension and cost recovery for the Ryan Creek Interceptor Public Sanitary Sewer Project and currently unsewered public sanitary sewer service areas in the City</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G, 5,</i></p>

The Common Council referred this matter at its Special meeting on October 27, 2011. Attached is a copy of a report from the City's consultant upon the subject, and a memo from the City Engineer. The City Engineer will not be available and so will not be in attendance at this meeting. The consultant, Ruckert & Mielke, Inc., remains at work upon the needs assessment study for the impact fee portion of the proposed cost recovery policy. As such, also attached is a rough draft of an ordinance pursuant to the status of the staff and consultant review of the subject matter. The ordinance provisions pertaining to amending the Code as it pertains to impact fees will require a public hearing.

**COUNCIL ACTION REQUESTED**

As the Common Council may determine appropriate.



December 15, 2010

Common Council  
City of Franklin  
9229 West Loomis Road  
Franklin, WI 53132

RE: Sewer Extension Cost Recovery Policy

Dear Common Council Members:

As authorized, Ruckert/Mielke has prepared an initial proposed sewer extension and cost recovery policy for review, consideration and direction from the Common Council. We have reviewed the City's existing policies as well as example policies from other municipalities, outlined the key issues, and prepared the initial outline of a proposed policy, as described below.

#### Components of a Sewer Extension Cost Recovery Policy

The key components that need to be addressed in a sewer extension cost recovery policy are as follows:

- Connection policy – under what circumstances and terms will properties with available sewer service be required to connect to the system.
- Initial financing – under what circumstances and to what extent will the City be willing to provide any upfront financing of new sewer extensions.
- Terms of cost recovery for developers – when a developer is required to provide upfront financing for a sewer extension that will ultimately serve a larger area than the initial development, under what terms and conditions will the City reimburse the developer for a portion of the initial costs.
- Use of special assessments and/or impact fees – For areas outside of an initial development that triggers a sewer extension, how will special assessments and/or impact fees be used to collect the appropriate portion of the costs from each property served.
- Deferral of special assessments – If special assessments are levied, under what terms and conditions will assessments be deferred.

#### Issues and Alternatives

The following sections outline the City's current policies, important considerations and suggested alternatives for each of the components of a sewer extension cost recovery policy.

Letter to Common Council Members

December 15, 2010

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1. Connection policy

a. Current policies:

- i. Sewer (§190-22) – within one year of notice that sewer is available, unless building is > 400 feet from the main
- ii. Water – no connection requirement

b. Issues:

- i. It may be necessary and reasonable to require connection within a certain period of time if sewer is extended to an existing subdivision, particularly if there are failing septic systems.
- ii. Requiring connection of large parcels and working farms may force premature development

c. Wisconsin Statutes 281.45 – municipalities may require connection to sewer and water, but do not have to require connection.

d. Suggested policies:

- i. Alternative 1 – defer until subdivision or other development for vacant properties and as long as the building has a working onsite system for developed properties
- ii. Alternative 2 – same as above, except require connection within 1 year of sewer becoming available for all properties in a subdivision within which the majority of property owners petition for sewer service

2. Initial financing

a. Current policies:

i. Water extensions (§207-23)

1. City may finance if there is an immediate public need and funds are available, or the project otherwise benefits the City
2. Landowner finances if there is no immediate public need or funds are not available

ii. Sewer extensions – no written policy, but a similar policy in practice. Sewer extensions have typically been in response to failing septic systems in subdivisions. The City has financed the project and levied special assessments up to a maximum amount, with the remainder funded by the sewer connection fee.

b. Issues:

- i. Depending on the location, the sewer extension could be very costly
- ii. How much risk does the City want to take in order to support economic development?
- iii. Where would funds come from to carry the costs if the City finances any of these extensions?
- iv. It may be desirable to have a consistent policy for all projects.

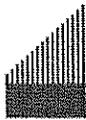


Letter to Common Council Members

December 15, 2010

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- c. Suggested policies:
  - i. Alternative 1 – City requires developer and/or abutting property owners to finance the entire cost of any extensions requested by developers; City finances the cost if the City decides to provide an extension on its own initiative or at the request of existing developed properties.
  - ii. Alternative 2 – Developer finances the 8-inch or 12-inch equivalent on all projects and the City finances the oversize costs; City finances the 8-inch or 12-inch equivalent cost only if the City decides to provide an extension on its own initiative or at the request of existing developed properties.
  
- 3. Terms of cost recovery for developers
  - a. Current policies:
    - i. Water extensions (§207-23)
      - 1. Reimbursed without interest
      - 2. Oversize cost is reimbursed in 5 annual installments
      - 3. Nonoversize portion is reimbursed as abutting property owners connect, for a period of no more than 15 years
      - 4. Later connections pay for the actual 8” or 12” equivalent cost for the main, with no maximum.
    - ii. Sewer extensions – usually not developer driven. City finances the project and levies special assessments, up to a pre-determined maximum.
  - b. Issues:
    - i. Should the amount and timing of reimbursement be fixed or only occur as abutting properties connect?
    - ii. Should there be a maximum time limit for reimbursements?
  - c. Suggested policies:
    - i. Alternative 1 – Only reimburse the developer as abutting properties connect and/or there is impact fee/connection fee funding available
    - ii. Alternative 2 – Reimburse the oversize cost on a fixed schedule, similar to the water main extension policy, and reimburse the nonoversize cost as abutting property owners connect, up to a period of 15 years.
  
- 4. Special assessment or impact fees
  - a. Current policies:
    - i. Sewer – combination of assessments and connection fees. Ordinance does not detail specific policies.
    - ii. Water (§207-23)
      - 1. 8-inch equivalent – special assessment or reimbursement from connecting property owners in accordance with PSC water main extension rules
      - 2. Oversize cost – water impact fee



Letter to Common Council Members

December 15, 2010

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b. Issues:

i. Special assessments

1. Lien on the property
2. Can be collected immediately or deferred until sale, subdivision, connection, rezoning, etc.
3. Can allow for installment payments
4. Have to go through the report and hearing process for each new project
5. Would need to do an area-wide assessment based on acreage or RECs or a similar method if assessing the entire cost of trunk sewers. This could result in a "stacking effect" where properties on the upstream end of the system could end up paying for multiple assessments if oversize costs are assessed

ii. Impact / connection fees

1. Not a lien on the property
2. Cannot be collected until time of connection or building permit
3. Does not allow for installment payments
4. Could establish impact / connection fees for the entire area with a single report and public hearing
5. Could have a uniform charge throughout the entire area

c. Suggested policies:

- i. Alternative 1 – special assess for the 8-inch or 12-inch equivalent with an impact / connection fee for the oversize costs
- ii. Alternative 2 – use impact fees for the entire cost

5. Deferral policy for special assessments

a. Current policies for deferral of assessments (§207-15):

- i. Undeveloped/vacant properties > 2.5 acres and > 330 feet of frontage
- ii. Properties > 2.5 acres with one residential dwelling that is an excessive distance from the sewer or water mains
- iii. Deferral, for the shorter of 10 years or until connection, of up to 300 feet of frontage for water assessments if the property abuts a transmission line, is used for residential purposes and has an adequate water supply
- iv. Deferral until sale, connection or up to 10 years for sanitary sewer or water assessments for property zoned I-1 Institutional District.

b. Issues:

- i. Don't want to force sale and development of large parcels and farms.
- ii. Could potentially allow a single residential building on a large parcel to connect without requiring payment of the entire assessment or fee.



Letter to Common Council Members

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c. Suggested policies:

- i. Alternative 1 – deferral of entire assessment until subdivision, construction of improvements or connection, then require payment of the entire assessment
- ii. Alternative 2 – deferral of entire assessment until subdivision, construction of improvements or connection. If the triggering event involves the development of the property (i.e. subdivision), require payment of the entire assessment. If the triggering event is the connection of a single residence on a large parcel that could be further subdivided, only require payment of a minimum amount related to serving that single dwelling unit (i.e. a minimum amount of frontage or a single REC).

Initial Proposed Policy

After review of the City's existing policies and other example policies and consideration of the issues and alternatives described above, an initial proposed sewer extension cost recovery policy has been developed for consideration and direction by the City Council. The proposed policy accounts for the fact that there will be different types of sewer extensions. Sewer extensions in the Ryan Creek Interceptor service area will be primarily driven by new development. However, in other situations, there will be City-driven sewer extensions, for example those to serve existing subdivisions with failing septic systems. These different types of extensions require different treatment, and the City's policy must account for both situations. The following sections describe the proposed policy for developer-driven extensions and City-driven extensions.

1. Developer-driven extensions

- a. Connection – connection is not required until the property is subdivided or developed, unless the septic system fails.
- b. Initial financing – The entire cost of the extension is initially financed by the landowner(s) or developer(s), including oversize costs.
- c. Terms of developer cost-recovery – Properties that connect to the extension within a certain period of time are required to reimburse the developer/landowner for the equivalent cost of the minimum diameter main needed to serve their development, up to a maximum amount per front foot, as established from time to time by the City. Any costs in excess of the maximum potential reimbursement from connecting properties (the oversize cost) is reimbursed to the developer/landowner in 5 equal annual installments, if funds are available. All costs are reimbursed without interest.
- d. Use of special assessments / impact fees – No special assessments are imposed on the abutting properties, since these properties are required to reimburse the

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developer. A uniform impact fee is imposed over the entire Ryan Creek Interceptor service area to cover the oversize costs of all anticipated future trunk sewer extensions. The existing sewer connection fee remains in place for the area currently provided with sewer service.

e. Deferral of special assessments – not applicable to developer-driven mains.

2. City-driven extensions

a. Connection – Extensions are not undertaken by the City unless a majority of the property owners in the area served want the connection. Therefore, if the city extends sewer, abutting property owners are required to connect within one year, unless the building an excessive distance from the main.

b. Initial financing - City may finance if there is an immediate public need and funds are available, or the project otherwise benefits the City.

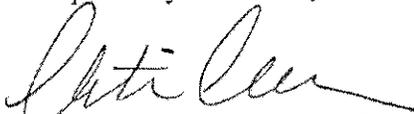
c. Terms of developer cost-recovery – Not applicable to City-driven and financed mains.

d. Use of special assessments / impact fees – If the City extends and finances a main to serve an area where the majority of the property owners want sewer service, special assessments will be levied for the minimum diameter main needed to serve the abutting properties, up to a maximum amount per front foot, as established from time to time by the City. A uniform impact fee will be imposed over the entire Ryan Creek Interceptor service area to cover the oversize costs of all anticipated future trunk sewer extensions. The existing sewer connection fee remains in place for the area currently provided with sewer service.

e. Deferral of special assessments – Special assessments are deferred until connection, subdivision or other development of the property.

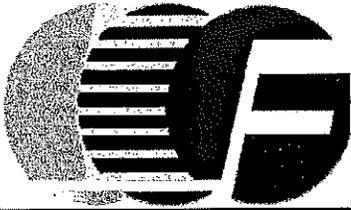
This is an initial proposed policy, intended as discussion points for the Council to consider and provide direction on the overall policy. After the overall policy is agreed to, the specific ordinance language and finer details can be drafted for the Council's consideration.

Respectfully submitted,



Christine A. Cramer, M.U.P.  
Senior Economic Consultant

CAC:lfc



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MEMORANDUM: FROM ENGINEERING

DATE: November 3, 2011

TO: Files

FROM: John M. Bennett, P.E., City Engineer

SUBJECT: REVIEW OF SEWER EXTENSION POLICY (RCI) – LETTER DATED  
DECEMBER 15, 2010 FROM MUNICIPAL ECONOMICS & PLANNING

The following are my recommendations for a RCI sewer extension policy:

- A. Connection Policy – As most of the land in the RCI area is undeveloped parcels, it is recommended that a policy be developed specifically for this area.
1. That if a sanitary sewer is extended by a property owner (developer) at his expense and that sewer extension abuts an existing dwelling, that dwelling shall not be required to connect to the sanitary sewer as long as it has a working onsite system.
  2. That if a sanitary sewer is determined to be necessary to serve the abutting property owners and either 50 percent or more of the property owners have requested said extension or if the Common Council has determined a demonstrated health problem due to the lack of sanitary sewer, the Common Council may determine that sanitary sewer be extended through the method of special assessment. In the situation of the extension of sanitary sewer by special assessment, the existing buildings shall be connected to the sanitary sewer within one year of notice that sewer is available unless the building is located 400 feet or more from the sanitary sewer.
- B. Extension policy should be created very similar to the water extension policy as follows:
1. Application. Whenever a landowner or developer desires to extend sanitary sewer service to land within the City, such landowner or developer may request that the City construct a sanitary sewer facilities in the following manner:
    - a. Written application may be made to the City Engineer for a determination of the size and location of facilities which would be required to serve the area in question and such other areas as could reasonably be served by the sanitary sewer facilities.

- b. Within 30 days of the filing of the application, the Engineer shall advise the landowner or developer of any existing plans of the City for the construction of such facilities.
  2. Review of request for advance sanitary sewer extension. If the landowner desires the City undertake the extension of sewer facilities in advance of the City's extending such facilities, he or she may make a request to the City Engineer. The City Council may determine whether to allow the construction of these facilities by the property owner (developer). The following factors shall be considered in making this determination:
    - a. The need for this project is primarily for the development of vacant lands.
    - b. The availability of City staff to supervise and inspect the installation of the facilities.
    - c. The availability of City funding to reimburse the landowner or developer of the oversize costs as determined by the Financial Officer.
- C. Financing cost of construction. The cost of any sanitary sewer facilities shall be financed on the following basis unless otherwise agreed to by the City Council for reasons which are in its opinion unique to the particular project. The City Council shall determine whether or not the requested facility would serve an immediate public need of the City in general and whether funds are available for the requested extension.
  1. If the City Council determines there is an immediate public need and funds are available or the proposed project otherwise benefits the existing residents, the City may proceed with the project as a City public works project installed through the process of special assessments as set forth in §207-15. The City shall pay the oversize cost through the sanitary sewer connection fee or sanitary sewer impact fee account.
  2. If the City Council determines that there is no immediate public need for the existing residents or funds are not available, the requesting landowner shall extend the sanitary sewer at his cost including all review and inspection fees.
    - a. The oversize portion of the facilities (over an eight-inch diameter as calculated by the City Engineer) based on pipe size only shall be reimbursed to the requesting landowner in five annual equal payments, beginning February 15, after the facilities are placed into operation. Reimbursement shall not include interest. The actual oversize costs shall be calculated on the difference in the cost of an 8 inch diameter pipe vs. the actual pipe used – only material cost will be utilized in calculating the oversize cost.
    - b. The non-oversize portion of the facilities shall be reimbursed to the requesting landowner as the amount is recovered by the City from abutting property owners as they connect and receive service. The prorated frontage cost of the non-oversize portion shall be collected from the abutting property owners and returned to the landowner for a period of not more than 15 years from the date the facilities are placed into service. No reimbursement shall

- c. be made after the fifteen-year period. Reimbursement shall not include interest.
- D. Items included in cost of construction. The cost of any facilities shall include the cost of all engineering, inspection, legal, fiscal and other work related to the project.
- E. Bond or cash deposit. No facility project shall be allowed unless the requesting landowner deposits with the City Clerk a bond or cash equal to 110% of the bid of the successful bidder plus such amount as shall be required in the opinion of the City Engineer to cover the cost specified in Subsection D above.
- F. Other authority retained. Nothing in this section shall deprive the City of the powers conferred by §§ 66.53 through 66.698, Wis. Stats.

JMB/db

STATE OF WISCONSIN

CITY OF FRANKLIN

*Rough Draft 12/1/11*  
MILWAUKEE COUNTY

ORDINANCE NO. 2012-\_\_\_\_\_

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF FRANKLIN,  
WISCONSIN TO PROVIDE FOR THE EXTENSION OF AND COST RECOVERY OF  
PUBLIC SANITARY SEWER WITHIN THE RYAN CREEK INTERCEPTOR SANITARY  
SEWER SERVICE AREA

---

WHEREAS,

;and

WHEREAS,

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin,  
Wisconsin, do ordain as follows:

*[Note: text proposed for addition is highlighted in double-underline text; existing text proposed for deletion is highlighted in strike-through text; existing text potentially under consideration for amendment is bracketed; existing text not proposed for amendment is not highlighted.]*

SECTION 1:           §207-1.A. of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended as follows:

“Every person having or operating sanitary facilities upon any parcel of real estate shall connect or cause to be connected such sanitary facilities to the publicly operated sanitary sewer within one year after such public sanitary sewer is installed and written notice given to such person that such sewer is available for connection, pursuant to § 190-22.B.(1) of this Code. This subsection is subject to the provisions set forth under §§ 207-26. and 207-27. of this Code pertaining to sanitary sewer extensions in the Ryan Creek Interceptor sanitary sewer service area.

SECTION 2:           §207-9.A. of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended as follows:

[“A. All existing buildings and all buildings hereafter erected connecting to the sanitary sewer system of the City shall pay at the time application is made for sewer connection a connection fee as follows:

- (1) For all single-family dwellings, a minimum charge of [\$600].
- (2) For multifamily dwellings, an initial charge of [\$600] for one living unit in a multifamily dwelling and an additional [\$300] for each additional living unit erected in the same multifamily dwelling.
- (3) All commercial buildings, manufacturing buildings, industrial buildings, schools, churches or any other structure for which a request for connection shall be made shall pay a minimum fee of [\$600] for such connection. If such structure shall have a water main connection thereto greater than one inch in diameter, an additional fee of [\$180] for each 1/4 inch of diameter greater than one inch shall be charged. If no water connection is made, the Council shall determine the connection charge based on anticipated water use.”]

SECTION 3:

§207-15.K. of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended as follows [*Note: provided for review of existing Code provisions pertaining to special assessment deferrals.*]:

[K. Deferment of payment of special assessments.

(1) Upon application to the City Clerk, within 30 days of the date of the special assessment notice, the due date of any special assessment levied under this section may be deferred on such terms and in such manner as prescribed by the City Council in the final resolution.

(2) Such deferment may be approved for the following situations:

(a) Assessments levied for sanitary sewer, water main, storm sewer, street grading and base construction, bituminous surfacing, concrete paving, curb and gutter and sidewalk improvements abutting undeveloped and vacant properties that are 2 1/2 acres or more in area or have 330 feet or more of frontage served by the improvement.

(b) Properties that are 2 1/2 acres or more in area and have one residential dwelling so located on the parcel that the dwelling site is an excessive distance from the street or right-of-way in which the improvements are installed or the extension of services to the dwelling is impractical shall, upon determination of the City Council after an investigation and report by the City Engineer, be considered undeveloped and vacant for the purpose of this section.

(c) A deferment of the principal and interest of a special assessment for the installation of water for up to 300 feet of the assessable frontage of a single parcel when the property abuts a transmission line, the property

is used for residential purposes, the property has an existing and adequate water supply and until such time as the property owner connects to the water system or 10 years from adoption of the resolution levying the special assessment, whichever is sooner.

(d) A deferment of the principal and interest of a special assessment for the installation of streetlights is hereby authorized only as to lands abutting such improvements which at the time of the levy of such special assessment are zoned single-family or two-family residential under Chapter 15, Zoning, as amended from time to time, and such deferred assessment shall remain deferred until any date upon which the property is rezoned so as to allow for a multifamily residential, business or industrial use.

(e) A deferment of the principal and interest of a special assessment for the installation of sidewalks is hereby authorized only as to lands abutting such improvements which at the time of the levy of such special assessment are zoned single-family or two-family residential under Zoning Ordinance No. 221 of Franklin, Wisconsin, as amended from time to time, and such deferred assessment shall remain deferred until any date upon which the property is rezoned so as to allow for a multifamily residential, business, institutional or industrial use.

(f) A deferment of the principal and interest of a special assessment for sanitary sewer, sanitary sewer laterals, water main and water laterals, for a single property zoned I-1 Institutional District under Chapter 253, Zoning and Subdivision and Platting Regulations (Unified Development Ordinance), as amended from time to time, which property is divided as a result of a public work of improvement for street extension purposes related to such sanitary sewer and water work for which the assessment was made, into two or more parcels through the property fee acquisition by the City for the extension of the public street, until such time as the property is sold, a connection is made to either the sanitary sewer or water main or 10 years from the date of adoption of the resolution levying the special assessment, whichever occurs first.

(3) The City Clerk shall keep a record of all deferred assessments. The annual tax bill for each property subject to a deferred special assessment shall indicate this by inserting the word "Deferred" under the special assessment column and listing the type of improvement by the assessment code on the bill.

(4) Prior to the issuance of any building or plumbing permit, the Building Inspector or the Plumbing Inspector shall refer the application

for a permit to the City Clerk and the City Engineer to determine if a deferred assessment is outstanding against the parcel involved.

(5) If assessments are deferred under this subsection, the first installment of that portion deferred shall be due and payable upon and interest at the rate prescribed in the final resolution shall start to accrue from:

(a) The date of the granting of a building permit to build upon any portion of the premises against which a special assessment is outstanding.

(b) The date of the granting of a permit for connection of any portion of such premises to the City's sanitary sewer, storm sewer or water mains.

(c) The date of the approval by the City Council of a final plat or certified survey map of any portion of the premises against which a special assessment is outstanding.

(d) The date that the premises against which a special assessment is outstanding is put to any use other than an agricultural one. The first installment, if not paid on the due date, shall be entered on the property tax bill for the year in which a permit was granted or plat or certified survey map was approved. The remaining annual installments shall be entered on the annual property tax bill and be due and payable each year thereafter with the property taxes, unless otherwise provided in the resolution.

(e) Notwithstanding Subsection K.(5)(a) through (d), upon the conveyance by gift from the owner of property subject to a deferred special assessment of only a portion of the premises to a not-for-profit entity for development of the portion thereof for public purposes and recreational or educational facilities available to the public, only that portion of the deferred assessment allocable to the portion of the premises conveyed for public purposes, upon the method of assessment used to levy the total assessment against the entire parcel as compared to the total deferred assessment, shall become due and payable, and the remaining balance of the deferred assessment shall remain unaffected by those occurrences set forth in Subsection K.(5)(a) through (d) arising from such conveyance.

(6) If the property against which the special assessments are levied is subdivided, the City Council may, prior to approval of the final plat or certified survey map, determine that portion of the assessment for which the subdivided parcel or parcels is liable and adopt a resolution

amending the Engineer's report as confirmed to reflect such determination.]

SECTION 4: §207-26. of the Municipal Code of the City of Franklin, Wisconsin, is hereby created to read as follows:

“§207-26. Ryan Creek Interceptor sanitary sewer service area sanitary sewer service extension.

A. Application. Whenever a landowner or developer desires to extend sanitary sewer service to land within the Ryan Creek Interceptor sanitary sewer service area, such landowner or developer may request the construction of sanitary sewer extension facilities in the following manner:

(1) Written application may be made to the City Engineer for a determination of the size and location of facilities which would be required to serve the area in question and such other areas as could reasonably be served by the sanitary sewer facilities.

(2) Within 30 days of the filing of the application, the Engineer shall advise the landowner or developer of any existing plans of the City for the construction of such facilities.

B. Review of request for advance sanitary sewer extension. If the landowner or developer desires the City undertake the extension of the sanitary sewer facilities in advance of the City's extending such facilities, the landowner or developer may make a request to the City Engineer. The City Engineer shall review the request and make a recommendation to the Common Council. The Common Council may determine whether to allow the construction of the facilities by the landowner or developer or to construct the facilities as a public project. The following factors shall be considered in making this determination:

(1) Whether there is an immediate public need for the sanitary sewer extension project.

(2) Whether the project will primarily provide for the development of vacant lands.

(3) The availability of and need to use City funding on the project, as compared with other projects presently authorized or in the planning stage.

(4) The availability of City staff to prepare plans and supervise the

construction of such.

C. Financing cost of construction. The cost of any sanitary sewer facilities shall be financed on the following basis unless otherwise determined by the Common Council for reasons which are in its opinion unique to the particular project. The Common Council shall determine whether or not the requested facility would serve an immediate public need of the City in general and whether funds are available for the requested extension.

(1) If the City Council determines there is an immediate public need and funds are available or the proposed project otherwise benefits the City, the City may proceed with the project as a City public works project installed through the process of special assessments as set forth in § 207-15. of this Code. The City shall pay the oversize cost and any deferments through the sanitary sewer connection fee account.

(2) If the Common Council determines that there is no immediate public need or funds are not available, the requesting landowner or developer shall pay for the cost of the facilities to be constructed. The landowner or developer shall be reimbursed without interest as follows:

(a) The oversize portion of the facilities (an eight-inch or more diameter as calculated by the City Engineer based upon estimated flow based upon land use) shall be reimbursed to the requesting landowner in five annual equal payments, beginning February 15, after the facilities are placed into operation. Reimbursement shall not include interest. The actual oversize costs shall be calculated using only the difference in materials costs.

(b) The nonoversize portion of the facilities shall be reimbursed to the requesting landowner or developer as the amount is recovered by the City from abutting property owners as they connect and receive service. The prorated frontage cost of the nonoversize portion shall be collected from the abutting property owners and returned to the landowner or developer for a period of not more than 15 years from the date the facilities are placed into service. No reimbursement shall be made after the fifteen-year period. Reimbursement shall not include interest.

D. Items included in cost of construction. The cost of any facilities shall include the cost of all engineering, inspection, legal, fiscal and other work related to the project.

E. Bond or cash deposit. No facility project shall be awarded unless the requesting landowner or developer deposits with the City Clerk a bond

or cash equal to 110% of the bid of the successful bidder plus such amount as shall be required in the opinion of the City Engineer to cover the cost specified in Subsection D. above.

F. Other authority retained. Nothing in this section shall deprive the City of the powers conferred by §§ 66.53 through 66.698, Wis. Stats. Editor's Note: Chapter 66, Wis. Stats., was renumbered in part and repealed in part by 1999 Act 150. See the Conversion Table for Ch. 66 as set forth in Wisconsin Statutes 1999-2000."

SECTION 5: §207-27. of the Municipal Code of the City of Franklin, Wisconsin, is hereby created to read as follows:

"§207-27. Ryan Creek Interceptor sanitary sewer service area sanitary sewer service extension connection policy. If public sanitary sewer service is extended by the City upon a determination by the Common Council of immediate public need for such service, the provisions of §207-1.A. of this Code requiring connection shall apply. If public sanitary sewer service is extended by a property owner or developer upon a determination by the Common Council of no immediate public need for such service, a property supporting an existing structure useable for human habitation within the extension area shall not be required to connect to the service, provided the property is served by a private onsite septic system functioning properly pursuant to all applicable regulations, until such property is [sold] [redeveloped]. The Common Council shall consider the existence of any failing private onsite septic systems upon properties to be served by any extension when deciding upon any determination of immediate public need. Prior to any determination of immediate public need, the Common Council shall survey all of the owners of property in the area to be served by the proposed extension, by written survey delivered by regular U.S. mail. The Common Council shall consider the survey results in its determination. One survey shall be provided to and available for return per property. Survey results providing for a majority of properties whose owners are in favor of the sewer extension shall carry great weight in the determination."

SECTION 6: §§92-9.H., I., J., K. and L. of the Municipal Code of the City of Franklin, Wisconsin, are hereby re-lettered to §§92-9.I., J., K., L. and M., respectively.

SECTION 7: §92-9.H. of the Municipal Code of the City of Franklin, Wisconsin, is hereby created to read as follows:

"H. Ryan Creek Interceptor public sanitary sewer service area

extension facilities. Any developer creating or constructing land development within the Ryan Creek Interceptor public sanitary sewer service area shall pay a fee to the City to provide for the capital costs necessary to accommodate the Ryan Creek Interceptor public sanitary sewer service area extension facilities' needs of land development. Such fees shall not be subject to the exemptions set forth under Subsection K. below, except as such subsection provides for an exemption for single parcel demolition/build single family construction projects.

(1) The Ryan Creek Interceptor public sanitary sewer service area extension facilities impact fee shall be imposed only upon land within the Ryan Creek Interceptor public sanitary sewer service area.

(2) The amount of the fee, subject to adjustment pursuant to Subsection L. below, shall be determined as follows:

(a) The fee for residential development shall be \$ \_\_\_\_\_ per dwelling unit.

(b) The fee for nonresidential development shall be determined as follows:

[1] *[reserved for further study and review]*

[2] *[reserved for further study and review]*.

[3] *[reserved for further study and review]*

[4] *[reserved for further study and review]*.

(3) The fee shall be imposed as a condition of approval of any building permit for the subject land development, and the payment thereof shall be made to the City prior to the issuance of such building permit.

(4) Such fees collected by the City shall be placed in a special fund which shall be separate from the general fund of the City, and the special fund and all interest earned thereon shall be used exclusively for the capital costs of oversize costs of public sanitary sewer extension facilities within the Ryan Creek Interceptor public sanitary sewer service area.

(5) Such fees shall be expended by the City for the aforesaid purpose within 10 years of the date of payment, subject to the provisions of Wis. Stat. § 66.0617(9), or such fee amount paid shall be refunded to the then owner(s) of the property upon which such fee was collected.”

SECTION 8: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 9: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 10: This ordinance shall take effect and be in force from and after its passage and publication and shall apply to the terms of all board and commission and committee members appointed after the effective date hereof.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Alderman \_\_\_\_\_.

Passed and adopted by a majority vote of the members-elect of the Common Council at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

ATTEST:

\_\_\_\_\_  
Thomas M. Taylor, Mayor

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/6/11</p>
<p>REPORTS &amp; RECOMMENDATIONS</p>	<p>Resolution to approve a updated Fund Balance Policy for the City of Franklin</p>	<p>ITEM NUMBER</p> <p><i>G.6</i></p>

**Background**

Fund Balance is cumulative amount that prior year revenues have exceeded expenditures. It comes about from receiving revenue either tax levy or other revenue sources in excess of amounts budgeted and from expenditures being less than had been budgeted. Fund Balance is used for the following purposes:

- It provides the working capital reserve to meet the cash flow requirements of the City during all phases of the annual cash flow cycle.
- It provides assurances to the City bondholders and the rating agencies with a level of assurance that the City can meet its obligations and will be able to repay bondholders when the due dates arrive.
- It provides greater access at more favorable rates to the credit markets when the City needs to borrow additional funds for City capital needs.
- It provides a reserve against an unanticipated decline in a major revenue source or an unavoidable major expenditure that was unforeseeable when the budgets were adopted without having to resort to emergency borrowing at whatever the current interest rate might be.
- It provides a source to be able to fund, within limits, nonrecurring unbudgeted expenditures.
- It provides a source of funds for investment that provides a revenue stream that is used for general City purposes.

**Analysis**

The City's Fund Balance Policy was last updated was in 2001. The policy has worked well. GASB #54 which affects the definitions of fund balances is effective for our 2011 year. The changes in GASB #54 are basically definitional.

As a result the City of Franklin Fund Balance Policy has been updated to reflect GASB #54 and is attached for your review.

It is advisable to have this updated policy in effect by December 31, 2011.

**COUNCIL ACTION REQUESTED**

Motion to Adopt Resolution No. 2011- \_\_\_\_\_ to approve a updated Fund Balance Policy for the City of Franklin

**City of Franklin  
Finance Department Policy/Procedure**

**Subject:** Fund Balance Policy

Deleted: General Fund

**Issue Date:** December 2011

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**Source:** Common Council resolutions 2011-\_\_\_\_ 2001-5299 & 1999-4928

**Affected**

**Departments:** All

**Purpose:**

To maintain funds to preserve the credit worthiness of the City to enable borrowing money at favorable interest rates, to meet unbudgeted expenditure needs or offset unrealized revenues during an annual budget cycle, to provide sufficient working capital to meet the City's cash flow needs during the following cycle, to stabilize fluctuations from year to year in property taxes paid by City taxpayers and to enable the City the flexibility to meet changing conditions.

**Policy:**

**General Fund:**

1. The overall goal for all Fund Balances for the City of Franklin General Fund shall be 25% of current year expenditures.
2. The amount of Fund Balance will be taken into consideration when establishing the following years budget:
  - When the Fund balance is below 20% provision will be made through the budget process to increase the year end Fund balance.
  - When the Fund balance is in the range of 20% to 25% no provision will be necessary through the budget process to affect the year end Fund balance.
  - When the Fund balance is above 25% provision will be made through the budget process to decrease the year end Fund balance.
3. Fund Balance will be used to support expenditures that are of a one time nature and do not require a repeated use to maintain the expenditure in future years.
4. That Unassigned Fund Balance plus any internal advances equal to at least 15% of the following year General Fund annual expenditure budget be maintained for working capital to enable the City to meet the cash flow requirements of the coming year.

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Deleted: annually at year end

Deleted: designated

**Other Funds:**

Other funds are encouraged to maintain similar types of fund balances so as to not create any surprise obligations to the General Fund.

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**Classification of Fund Balance**

GASB #54 has established new classifications for Fund Balance

Nonspendable – Inventory

Restricted – unspent portion of Grant funds

Committed – Resources committed by the Common Council for a specific purpose

Assigned – a fund balance utilized for a particular purpose

Unassigned – all balances that are available for use

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**Determination of Assigned vs unassigned balances**

GASB #54 indicates a need to establish the position that determines assigned vs unassigned fund balances. The City of Franklin assigns the responsibility for this determination to the Director of Finance & Treasurer..

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STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2011-\_\_\_\_\_

A RESOLUTION TO UPDATE FUND BALANCE POLICY FOR THE CITY OF FRANKLIN  
-----

WHEREAS, the Common Council adopted a fund balance policy primarily for the General fund in resolution 2001-5299 to deal with working capital need and other needs; and

WHEREAS, it is desirable to update this policy to reflect changes mostly in definitions found in GASB #54.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin adopts Fund Balance Policy 151-00-002 for the city of Franklin.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2011.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

\_\_\_\_\_  
Thomas M Taylor, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_ NOES \_\_\_ ABSENT \_\_\_

<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>12/6/11</p>
<p>Reports and Recommendations</p>	<p><b>City of Franklin Audit Agreement between Clifton Gunderson LLP and the City of Franklin for audit of the 2011 year</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G, 7.</i></p>

Each year the City of Franklin engages an outside accounting firm to perform an audit of the City of Franklin annual financial statements. Clifton Gunderson LLP has provided that audit function under an RFP issued in 2009.

The Clifton Gunderson LLP engagement letter for 2011 is a contractual agreement. The City Attorney has reviewed prior year agreements and if there are any changes will be presented at the Common Council meeting.

The amount of the estimated audit fees for the 2011 year has been included in 2012 budgets. The amount of audit fees for the 2011 TIF Audit has been included in 2011 TIF District #2 as an accrued expense.

The Director of Finance is recommending approval of the agreement.

**COUNCIL ACTION REQUESTED**

Motion to approve the Mayor, City Clerk and Director of Finance & Treasurer to execute the Audit Agreement between Clifton Gunderson LLP and the City of Franklin for audit of the City of Franklin for the 2011 year.



November 29, 2011

Mr. Calvin A. Patterson  
City of Franklin, Wisconsin  
9229 W. Loomis Road  
Franklin, WI 53132

Dear Mr. Patterson:

We are pleased to serve City of Franklin, Wisconsin (hereinafter "you" or the "Entity") as your independent accountants. The purpose of this engagement letter and the accompanying Professional Services Agreement, which is attached and incorporated by reference, is to confirm the terms of our agreement. This letter and the attached Professional Services Agreement also clarify the nature, extent and limitations of the auditing and nonattest services to be provided.

Renee Messing, CPA, will be the relationship and audit engagement partner responsible for the services provided to you. She will be assisted on this engagement by Jacob Lenell, CPA, audit engagement senior manager. In addition to the services that we are to provide under this engagement letter, we would also be pleased to assist the Entity on issues as they arise throughout the year. We hope that you will contact either of these individuals when you believe the firm can be of assistance. Any such future services are outside the scope of this engagement and their terms would be covered by a separate engagement letter.

### Services to be Provided

Our services will include:

**Auditing services.** We will audit the governmental activities, business-type activities, each major fund and the aggregate remaining fund information for the City of Franklin, Wisconsin as of and for the year ended December 31, 2011. Our audit will be made in accordance with auditing standards generally accepted in the United States of America, and *Government Auditing Standards*, issued by the Comptroller General of the United States. We will also prepare an in-relation to report on Financial Report Form C in accordance with the requirements contained in *Administrative Rule Tax 16*. We will also perform an audit of TIF #2 and issue our report in accordance with Wisconsin State Statutes Section 66.1105.

**Nonattest services.** We will also provide you with the following nonattest services:

- Proposing adjusting journal entries
- Preparation of the Annual Report to be submitted to the Public Service Commission
- Preparation of the Annual Report Form C to be submitted to the Department of Revenue

### Our Fees and Payment Terms

The charges for our work are to be based upon the time involved, degree of responsibility assumed and skills required, plus expenses including internal and administrative charges. Bills for services are due when submitted. Interim bills may be submitted at periodic dates to cover charges and expenses incurred. If a bill for services is not paid when due, we reserve the right to cease work and withdraw from the engagement.

10700 W. Research Drive, Suite 200  
Milwaukee, Wisconsin 53226  
tel: 414.476.1880  
fax: 414.476.7286

[www.cliftoncpa.com](http://www.cliftoncpa.com)



It is hereby agreed that our fee will not exceed \$39,920 for the financial statement audit and an additional \$3,500 for the TIF #2 audit. As indicated in our proposal for audit services dated July 8, 2009, we will perform a program audit for the funds received from the Wisconsin Department of Health Services, if required. The fee for this program audit will not exceed \$1,200. This fee is based on our understanding that your accounting records, including supporting schedules, a list of which is attached, will be substantially completed by March 12, 2012. We expect that your office personnel will help us by locating and providing us with invoices, vouchers, and other corporate documents and records that we request. We do not anticipate that we will encounter any substantial amount of accounting work to be completed or adjusted by us, or any defalcation or other significant problem or contingency. We will, of course, advise you before undertaking any work that would require an increase in the fee arrangement.

### **Unanticipated Services**

Our fee considers the agreed-upon level of preparation and assistance from your personnel. We will advise management should this not be provided or should any other circumstances arise that may cause our time to exceed this estimate. These fees do not consider any time that might be necessary to assist management in the implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements that may apply. If there is a significant change in your organizational structure or size due to acquisitions or other events, we reserve the right to revise our fees. Circumstances may arise under which we must perform additional work and, thus, require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing audit requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, fraud, irregularities, errors or inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal controls
- Regulatory examination matters
- New or unusual transactions
- Failure of your staff to prepare information in a timely manner
- Numerous revisions to audit information
- Rescheduling of audit fieldwork without reasonable notice (at least a full week in advance)
- Lack of availability of appropriate Entity personnel during audit fieldwork

Accounting and auditing standard setters and regulators are continuing to evaluate the need for changes that may affect you. These actions may result in changes in reporting and expand the nature, timing, and scope of the activities we are required to perform to provide the services discussed in this letter. Proposed changes and shortened deadlines could result in a reduction of the level of assistance and preparedness you are able to provide. We expect that our clients will look to us to assist them with these changes. To the extent that the amount of time required to provide the services described in this letter increases due to such changes or that additional time is required to complete any new tasks required by such changes, we reserve the right to adjust our fees appropriately.

We will endeavor to advise you of anticipated changes to our fees on a timely basis.

Mr. Calvin A. Patterson  
City of Franklin, Wisconsin  
November 29, 2011  
Page 3

**Agreed and Accepted**

This engagement letter and the attached Professional Services Agreement constitute the entire agreement regarding services to be provided to you and supersedes all prior agreements, understandings, negotiations, and discussions between us relating to the scope of services described in this letter, whether oral or written. This agreement may be supplemented only by other written agreements.

If the above terms, and the terms and conditions of the accompanying Professional Services Agreement, are in accordance with your understanding and acceptable to you, please sign, date, and return the duplicate copy of this letter to us. This engagement letter should not be signed unless the Professional Services Agreement is attached and you have read and understand and agree to its terms.

We very much appreciate the opportunity to serve you and will be pleased to discuss any questions you may have.

Very truly yours,

*Clifton Henderson LLP*

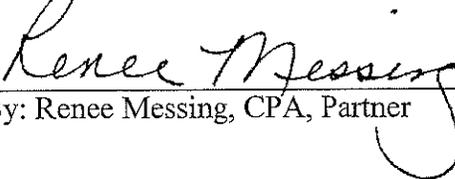
Mr. Calvin A. Patterson  
City of Franklin, Wisconsin  
November 29, 2011  
Page 4

The services described in the foregoing letter and the Professional Services Agreement are in accordance with our requirements, and we understand and agree to the terms and conditions recited above.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed in three original counterparts, the day and year first written above

Clifton Gunderson LLP  
Contractor

10001 Innovation Drive, Suite 201

  
By: Renee Messing, CPA, Partner

CITY OF FRANKLIN, WISCONSIN

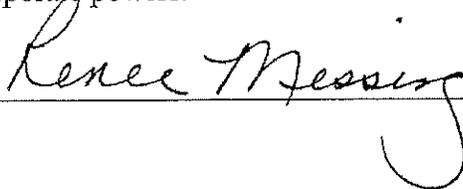
\_\_\_\_\_  
By: Thomas M Taylor, Mayor

\_\_\_\_\_  
By: Sandra L. Wesolowski, City Clerk

Provisions have been made to pay the liability  
that will accrue under this contract

\_\_\_\_\_  
By Calvin A. Patterson, Director of Finance and  
Treasurer

I, Renee Messing certify that I am a partner of the firm named as contactor herein above; that Renee Messing who signed the foregoing contract on behalf of the firm was then a partner of the firm; that said contract was duly signed for and in behalf of said firm by authority of its governing body and is within the scope of its corporate powers.

  
\_\_\_\_\_

RM: mjb

## Professional Services Agreement Audit Services

This Professional Services Agreement, together with the engagement letter, which is attached and incorporated by reference, represents the terms and conditions relating to the services Clifton Gunderson LLP will provide to City of Franklin, Wisconsin (hereinafter "you" or the "Entity"). This Professional Services Agreement is an integral part of the terms of our engagement and contains important and critical information. You should read it carefully before signing the engagement letter and contact us if you have any questions.

### Objective of the Audit

The purpose and objective of our audit is to lead to the expression of an opinion with respect to your financial statements. The audit will include tests of your accounting records and other procedures we consider necessary to enable us to express our opinion on these basic financial statements and on the Entity's compliance with laws and regulations and its internal controls as required by *Government Auditing Standards*.

You understand that circumstances may exist or may arise that would preclude us from issuing such an opinion. We will inform you if we discover circumstances that will have an effect on our opinion on the basic financial statements. If our opinion on the basic financial statements will be other than unqualified, the reasons will be fully disclosed. If, for any reason, we are unable to complete the audit or are unable to form an opinion, we may decline to issue a report and terminate our engagement. If these circumstances occur, we will bill you; you agree, under the terms of this letter, to pay for our time and expense incurred prior to the termination of our engagement.

### Procedures and Limitations

Our audit is designed to provide reasonable, but not absolute, assurance of detecting misstatements, whether caused by error or fraud that, in our judgment, could have a material effect on the basic financial statements taken as a whole. It is not designed to detect error or fraud that is immaterial to the basic financial statements, or violations of laws or governmental regulations that do not have a direct and material effect on the basic financial statements. Our audit will be based upon tests and samples, since detailed auditing of all transactions is not practicable. The concept of selective testing of data is generally accepted as a valid and sufficient basis for an auditor to express an opinion on financial statements. Selective testing involves judgment both as to the number of transactions we examine and the areas to be tested.

Because we will not perform a detailed examination of all transactions, there is an inherent risk that we will

not detect material errors, fraud, or other illegal acts, if they exist. We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. We would document the actual terms and fees of such an engagement in a separate engagement letter to be signed by both you and Clifton Gunderson LLP.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of compliance with certain provisions of laws, regulations, contracts, and grants. However, the objective of our tests will not be to provide an opinion on overall compliance with such provisions, and we will not express an opinion.

In planning and performing our audit for the year ended December 31, 2011, we will consider internal control to the extent required to support our reports in accordance with *Government Auditing Standards*. We will obtain an understanding of the design of the relevant policies and procedures and whether they have been placed in operation. Tests of controls may be performed to test the effectiveness of certain policies and procedures that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. We are not required to provide an opinion and we will not provide an opinion, at any level, on the internal controls over financial assertions.

While an audit includes obtaining an understanding of internal control to the extent required to support our reports in accordance with *Government Auditing Standards*, it is not designed to identify significant deficiencies. We will inform you of any significant deficiencies that come to our attention.

Our report on internal control and compliance will include a statement that the report is intended for the information and use of the Audit Committee (or

equivalent), Management, and federal agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

**Your Responsibilities for the Fair Presentation of Financial Statements, Internal Control and Accounting Services We Perform**

You are responsible for making all financial records and related information available to us and for the completeness and accuracy of that information. You are responsible for adopting sound accounting policies and establishing and maintaining a system of internal control for the fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America (or other comprehensive basis of accounting). This includes retaining qualified personnel in areas affecting financial matters and performing ongoing monitoring activities to ensure transactions are properly recorded, assets are safeguarded and the basic financial statements are substantially accurate.

You are also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us of all known, suspected or alleged fraud involving the Entity, its employees or others that could have a material effect on the basic financial statements. You are responsible for identifying and ensuring compliance with the laws and regulations and the provisions of contracts and grant agreements applicable to your activities.

Although our firm may prepare or help in preparing your basic financial statements, the statements are the representations of your management ("Management"). You are responsible for adjusting the basic financial statements to correct material misstatements, and for affirming to us in the representation letter (as further discussed below) that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the opinion units in the financial statements.

For all nonattest services we perform in connection with our engagement you are responsible to designate a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, and accept overall responsibility for the results of the services.

**Limitation on Who May Use Our Services**

It is our understanding that the primary intent of engaging our professional audit services is for the benefit of the Management of City of Franklin, Wisconsin.

**Ownership, Retention, Access and Production of Workpapers and Original Documents**

The working papers supporting the services we perform are the sole and exclusive property of Clifton Gunderson LLP and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

We will provide access to workpapers to applicable regulators for their regulatory oversight purposes. Access to the requested workpapers will be provided to the regulators under the supervision of Clifton Gunderson LLP personnel and at a location designated by our firm.

In the event our workpapers are subpoenaed, we may request that your legal counsel assist us in obtaining a protective order, to prevent public disclosure of our workpapers. Should we ultimately be required by a regulatory agency, subpoena, or other enforceable action to produce copies of our workpapers, you agree to reimburse us for the time and out-of-pocket expense, including our legal fees, necessary to comply with such order.

At the conclusion of our services, we will promptly return to you all of your original documents and records. Your original records are the primary records for your operations and comprise the principal back up and support for your financial statements. You should take the appropriate actions necessary to safeguard and preserve these original records. Any information that may be contained in our working papers is not a substitute for your own original records.

The firm may, from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the

confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such third-party service providers.

#### **Our Consent and Dissemination of Financial Statements and Other Information**

Should you decide to include or incorporate by reference these financial statements and our audit report(s) thereon into an offering of debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such an offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have conducted any due diligence we deem necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, for which we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our working papers for those periods, we are under no obligation to permit such access.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied upon.

With regard to electronic filings, such as in connection with the World Wide Web area of the Internet, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In the interest of facilitating our services to you, we may communicate by sending electronic mail over the Internet or by facsimile transmission. Such communications may include information that is confidential to the Entity. You acknowledge that e-mail travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no fault of our firm. Unless you issue specific instructions to do otherwise, we will assume that you consent to our use of these electronic devices and facsimile transmissions during this engagement as we deem appropriate. In addition, we mutually agree that the engagement letter, including the professional services agreement, may be executed electronically.

#### **Management Representations**

During the course of our engagement, we may request information and explanations from Management regarding, among other matters, the Entity's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. As a precondition to the issuance of our report, we will require that you provide us a written representation letter confirming some or all of the representations made by you and your staff during the engagement. The procedures we will perform in our engagement will be heavily influenced by the representations that we receive in the representation letter and otherwise from Management. Accordingly, inaccurate, incomplete or false representations could cause us to expend unnecessary efforts or could cause a material error or fraud to go undetected by our procedures.

In view of the foregoing, you agree that City of Franklin, Wisconsin will indemnify Clifton Gunderson LLP and our partners, principals and employees and hold us harmless from any claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of Management of City of Franklin, Wisconsin regardless of whether such person was acting in the best interests of City of Franklin, Wisconsin.

#### **Relationship with HLB International**

Clifton Gunderson is a member of the HLB International (HLBI) network. The HLBI network comprises independent member firms in many countries, many of which use HLB as part of their business name. All member firms are associated with HLBI by reason of their membership, but are separate legal entities.

No member firm or other contact has authority to enter into any legal obligations on behalf of HLBI or any other member, nor is any member firm or contact an agent of, or in partnership with, HLBI or any other member firm. If we introduce you to any firm that is a member of the HLBI network, HLBI will not accept any liability for work which the firm carries out on your behalf, and you must make your own contractual arrangements directly with them.

We are required by AICPA Ethics rules to disclose to you that we will receive a 5% referral fee for any work the HLB member firm receives from the services provided to you or your affiliates as a result of our referral.

You agree that any firm you engage for services has sole liability for the work covered by their engagement. You undertake not to bring any proceedings or make any claim whatsoever against any other member of HLBI or against HLBI itself, in relation to the work covered by each agreement.

#### **Other Matters**

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

*Government Auditing Standards* require that we provide you with a copy of our most recent quality control review report. A copy of our peer review report accompanies this letter.

Clifton Gunderson LLP is qualified as a limited liability partnership under the laws of the State of Delaware. Under such laws, an obligation of the firm incurred while the firm is a limited liability partnership, whether arising in contract, tort or otherwise, is solely the obligation of the firm, and partners of the firm are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this

engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. Any additional costs incurred due to these procedures will be fully billable in addition to our fees.

For all purposes, we mutually agree that the laws of the State of Wisconsin will govern any disputes regarding this engagement. In the event that any portion of this professional services agreement or the attached engagement letter is deemed invalid or unenforceable, that finding shall not invalidate the remainder of the engagement letter or professional services agreement. The venue for any disputes arising under this agreement shall be the Circuit Court for Milwaukee. The prevailing party shall be entitled to its costs, including its reasonable attorney fees, incurred for any litigation.

Notwithstanding anything to the contrary set forth above:

The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this agreement shall have such active certifications, licenses and permissions as may be required by law.

All services and any and all materials and/or products provided by Clifton Gunderson under this agreement shall be in compliance with applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they federal, state, county or local.

Clifton Gunderson shall during the term of the agreement, maintain insurance coverage with an authorized carrier acceptable to the City in amounts at least equal to the minimums set forth below:

- Limit of general/commercial liability - \$2,000,000
- Automobile liability; bodily injury/property damage - \$1,000,000
- Excess liability for general commercial or automobile liability - \$2,000,000
- Worker's compensation and employer's liability - per statute
- Professional liability - \$1,000,000

Certificates of insurance evidencing the above shall be delivered to the City upon execution of this agreement and shall provide that such coverages may not be cancelled or amended without 30 days prior written notice to the City and naming the City as an additional insured for general liability.

To the fullest extent permitted by law, Clifton Gunderson shall defend, indemnify and hold harmless the City, City officers, employees, agents, boards, commissions and agencies from and against costs losses and damages (including but not limited to reasonable fees and charges of Clifton Gunderson, architects, attorneys, and other professionals, and reasonable court and/or alternative dispute resolution costs) caused by negligent or intentional and wrongful acts of Clifton Gunderson, its officers, directors, employees, agents and consultants with respect to this agreement.

Clifton Gunderson warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. Clifton Gunderson warrants that it will immediately notify the City if any actual or potential conflict of interest arises or becomes known to Clifton Gunderson. Upon receipt of such notification, the City's review and approval is required for Clifton Gunderson to continue to perform work under this agreement.

Clifton Gunderson shall maintain all of its records pertaining to this agreement for not less than three years following the completion of this agreement and shall provide for the inspection and copying of such records by the City upon request.

Clifton Gunderson shall not assign any of its rights, title, interest or obligations under this agreement without the permission of the City, which permission shall not be unreasonably withheld.

This agreement may be terminated upon written notice at the City's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of the agreement. Clifton Gunderson shall terminate performance of services on a schedule acceptable to the City, and the City shall pay Clifton Gunderson for all services performed prior to such termination.

Clifton Gunderson shall commence immediately upon receipt of a notice to proceed, to complete all work

required under this agreement in accordance with the schedule outlined in the City's request for proposal.

**Entire Agreement**

The attached engagement letter and this Professional Services Agreement constitute the entire agreement regarding services to be provided to you and supersedes all prior agreements, understandings, negotiations, and discussions between us relating to the scope of services described in the attached engagement letter, whether oral or written. This agreement may be supplemented by other written agreements and is null and void if not executed within sixty days of the date on the initial page of the agreement.

This Professional Services Agreement is an integral part of the terms of our engagement and contains important and critical information. You should read it carefully before signing the engagement letter, and contact us if you have any questions.



## System Review Report

To the Partners of  
Clifton Gunderson LLP  
and the National Peer Review Committee of the AICPA

We have reviewed the system of quality control for the accounting and auditing practice of Clifton Gunderson LLP (the firm) applicable to non-SEC issuers in effect for the year ended July 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based upon our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Clifton Gunderson LLP applicable to non-SEC issuers in effect for the year ended July 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Clifton Gunderson LLP has received a peer review rating of *pass*.

*Weaver and Tidwell, LLP*

WEAVER AND TIDWELL, L.L.P.

Dallas, Texas  
December 3, 2010

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<p><b>APPROVAL</b></p> <p><i>Slw</i> </p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>12/06/11</b></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p>A RESOLUTION TO ESTABLISH A NON-ELECTIVE AND NON-DISCRETIONARY CONTRIBUTION BY PARTICIPATING EMPLOYEES TO THE CITY OF FRANKLIN BARGAINED EMPLOYEES' RETIREMENT PLAN AND TO THE CITY OF FRANKLIN CERTAIN EMPLOYEES' RETIREMENT PLAN</p>	<p><b>ITEM NUMBER</b></p> <p><i>G.8.</i></p>

The Personnel Committee previously recommended that, if it was possible within the scope of the 2012 budget, employee participation in pension plan funding be held to 4.2% of wages for 2012. The Mayor's recommended budget incorporated this premise and funding level. The Finance Committee's recommended budget incorporated this funding level as well. Lastly, the Common Council's adopted 2012 budget anticipates an employee contribution to the pension plans of 4.2% of wages for those employees for whom the City has the unilateral ability to implement such a requirement.

Please note that due to the complex nature of pension plans and the related IRS requirements, the bulk of the language in the attached resolution was prepared by Attorney Matthew Flannery, an attorney specializing in benefits and pension issues, with the firm of Buelow Vetter Buikema Olson & Vliet, LLC.

The resolution provides the mechanism whereby the City indicates its authority and establishes its policy to deduct 4.2% from employees' wages which will represent a contribution to the payment made by the City to the two pension plans involved. Doing it in this manner complies with the IRS and pension plan requirements. From the plans' perspective, the contribution will still be fully employer funded, although from the City's and employees' perspective there will be shared funding of the pension obligations. Doing it in this manner avoids the need to amend the plan itself, which is a more cumbersome and time consuming process. Although that step is likely to occur at some point in the future.

**Importantly, done in this manner the deductions are pre-tax**, although by law they must remain post FICA deduction.

This resolution will not impact Police and Fire employees, including Police and Fire command staff, who participate in the WRS system. Additionally, it will not impact the clerical members of the Teamsters unit as their collective bargaining agreement does not expire until the end of 2012. It takes effect with the first payroll ending after 1/1/12, so that it will impact DPW and Inspection/Engineering employees whose collective bargaining agreements expire at the end of this year. It will also impact all non-represented employees (again, except sworn Police and Fire command staff) and dispatchers.

The Personnel Committee will review this resolution at their meeting of 12/5/11. I will relay their recommendation at the Common Council meeting. I recommend approval.

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2011-\_\_\_\_\_, "A Resolution to Establish a Non-Elective and Non-Discretionary Contribution by Participating Employees to the City of Franklin Bargained Employees' Retirement Plan and to the City of Franklin Certain Employees' Retirement Plan."

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2011-\_\_\_\_\_

A RESOLUTION TO ESTABLISH A NON-ELECTIVE AND NON-  
DISCRETIONARY CONTRIBUTION BY PARTICIPATING EMPLOYEES TO  
THE CITY OF FRANKLIN BARGAINED EMPLOYEES' RETIREMENT  
PLAN AND TO THE CITY OF FRANKLIN CERTAIN EMPLOYEES'  
RETIREMENT PLAN

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WHEREAS, the City maintains (1) the City of Franklin Bargained Employees' Retirement Plan; and (2) the City of Franklin Certain Employees' Retirement Plan (each a "Plan" and, together, the "Plans"); and

WHEREAS, the City currently funds the entire cost of the benefits under both Plans; and

WHEREAS, the City has determined, as is incorporated into and anticipated by the adopted 2012 budget, that employees should contribute to the cost of the Plans' benefits beginning January 1, 2012.

NOW, THEREFORE, BE IT RESOLVED, that, beginning with each payroll period ending on or after January 1, 2012, each employee who is eligible to participate in either Plan shall, to the maximum extent allowed by law, have his or her paycheck reduced by 4.2% to represent a non-elective and non-discretionary contribution to the Plan that will be processed as an employer pick-up contribution under each Plan's current benefit and accrual language and Internal Revenue Code Section 414(h)(2); and

BE IT FURTHER RESOLVED, that, the Director of Administration and his delegate(s) are hereby authorized and directed to implement the employee required contribution by making appropriate changes to City policies, manuals and Plan documents, and to communicate this change to City employees.

All resolutions and parts of resolutions in contravention to this resolution are hereby repealed.

Introduced at a regular meeting of the Common Council of the City of Franklin this 6th day of December, 2011 by Alderman \_\_\_\_\_.

Passed and adopted by the Common Council of the City of Franklin this 6th day of December, 2011.

APPROVED:

ATTEST:

\_\_\_\_\_  
Thomas M. Taylor, Mayor

\_\_\_\_\_  
Sandra L. Wesolowski, Director of Clerk Services

AYES \_\_\_ NOES \_\_\_ ABSENT \_\_\_

<p style="text-align: center;"><b>APPROVAL</b></p> <p><i>slw</i> </p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>12/06/11</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;">A RESOLUTION TO ESTABLISH THE 2012 NON-REPRESENTED EMPLOYEE GENERAL WAGE ADJUSTMENT; THE RATES OF PAY, WAGE SCHEDULE, AND PAY PLAN STRUCTURE FOR PUBLIC WORKS, SEWER AND WATER, CUSTODIAL, BUILDING INSPECTION, ENGINEERING TECHNICIAN, AND POLICE DEPARTMENT CLERICAL EMPLOYEES; AND THE EMPLOYEE COST SHARE OF MONTHLY HEALTH INSURANCE PREMIUMS</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.9.</i></p>

The attached resolution reflects another step in the continuing process of updating the City's human resources policies to reflect the changes required or recommended by Act 10 and Act 32. It also addresses the non-represented employee wage increase anticipated in and incorporated in the 2012 adopted budget. It accomplishes the following steps.

- 1) First, it incorporates the action items described below in a format referred to as a "Compensation Plan Addendum." This method reflects the expectations set forth in Article 3 of the Civil Service System Personnel Administration Program, so it is done in this manner to comply with the Civil Service System documents. Additionally, it is set up so that each of these type documents, as they may continue to occur in the future, becomes an appendix to the Employee Handbook.
  
- 2) Items II, III, and IV address soon-to-be-expiring labor contracts. With the DPW and Inspection-Engineering contracts expiring at the end of this year, it is necessary to put in place a wage scale and structure for those employees to be effective upon expiration of the contracts. This resolution doesn't provide for any increase or change in wages, it simply takes the last adopted wage structure and steps for administration of that structure and adopts it, so that there is a frame work for going forward. A similar step was done for Dispatchers in October. This action does not put in place the 1% wage increase effective 7/1/12 that is anticipated in the budget, because across-the-board wage increases are still a mandatory subject of bargaining while the union continues to exist. Action on the 1% raise for 2012 will likely occur after it is determined whether or not the unions recertify in the upcoming elections, if held. This is a necessary, but perfunctory step that simply maintains the status quo.
  
- 3) Item "I" authorizes a 1% raise effective 7/1/12 for supervisory and management employees (including Police and Fire Command staff) and non-represented employees now covered by the Civil Service System (for example, Administrative Assistants, Planners, and Public Health Nurses). This raise was anticipated in and incorporated in the Mayor's recommended budget, the Finance Committee's recommended budget, and the Common Council's Adopted 2012 Budget. Previously this action would have been incorporated into a wage and benefit ordinance, but as is addressed in a different agenda item, that method is no longer the recommended method to accomplish this step. The implementation language incorporated, however, is taken directly from the last non-represented wage ordinance and follows the methodology used for years. As written, if the DPW and Inspection units do not recertify, those groups would no longer be covered by a labor agreement, and, therefore, this language could be applied without any further action.

4) Item "V." on the Compensation Plan Addendum establishes the employee share of monthly health insurance premiums. The Employee Handbook is drafted to suggest that "The rate or rate structure (i.e. "x" percentage of premium) shall be set forth by the Common Council from time to time but will generally occur in conjunction with annual consideration of the Compensation Plan." It is, therefore, included in the addendum. It reflects the 10% contribution anticipated in the budget, 14% for those who do not participate in the Health Risk Assessment. This requirement will not apply to Teamsters, Police, or Fire union members as their labor contract remains in place. Please note that it would apply to all non-represented employees, so it would impact Police and Fire Command Staff, except sergeants. The City does have the authority to alter its prior benefit structure for Sergeants and cause it to apply to sergeants, if it so chose. The added deduction from other command staff, particularly Battalion Chiefs, will further exacerbate a compression issue in the department that should be evaluated. A second motion to that affect is offered for your consideration.

The Personnel Committee will review this resolution at their meeting of 12/5/11. I will relay their recommendation at the Common Council meeting. I recommend approval.

### **COUNCIL ACTION REQUESTED**

1) Motion to adopt Resolution No. 2011-\_\_\_\_\_, "A RESOLUTION TO ESTABLISH THE 2012 NON-REPRESENTED EMPLOYEE GENERAL WAGE ADJUSTMENT; THE RATES OF PAY, WAGE SCHEDULE, AND PAY PLAN STRUCTURE FOR PUBLIC WORKS, SEWER AND WATER, CUSTODIAL, BUILDING INSPECTION, ENGINEERING TECHNICIAN, AND POLICE DEPARTMENT CLERICAL EMPLOYEES; AND THE EMPLOYEE COST SHARE OF MONTHLY HEALTH INSURANCE PREMIUMS."

2) Motion to direct the Director of Administration to prepare and the Personnel Committee to review an evaluation of salary compression with the Police and Fire Department during the first quarter of 2012.

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2011-\_\_\_\_\_

A RESOLUTION TO ESTABLISH THE 2012 NON-REPRESENTED EMPLOYEE GENERAL WAGE ADJUSTMENT; THE RATES OF PAY, WAGE SCHEDULE, AND PAY PLAN STRUCTURE FOR PUBLIC WORKS, SEWER AND WATER, CUSTODIAL, BUILDING INSPECTION, ENGINEERING TECHNICIAN, AND POLICE DEPARTMENT CLERICAL EMPLOYEES; AND THE EMPLOYEE COST SHARE OF MONTHLY HEALTH INSURANCE PREMIUMS

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WHEREAS, the 2012 budget as adopted incorporated a 7/1/12 general wage adjustment of one percent (1%) for non-represented employees and anticipated employee health insurance premium contributions of 10% for those employees participating in the health risk assessment, and

WHEREAS, the collective bargaining agreements with AFSCME, including Inspection Employees Local No. 2 and Public Works and Sewer and Water Local No. 2, will expire effective at the end of 12/31/11, and changes in state law prohibit certain items previously addressed within those collective bargaining agreements from being included in a subsequent collective bargaining agreement, including but not limited to, pay plan structure and benefit levels, and

WHEREAS, prudent personnel practices require that the basis of pay be established by resolution when not otherwise set by a labor agreement, and the Civil Service System Personnel Administration Program indicates that employee health insurance monthly premium shares should be established in conjunction with wage schedule approvals and consideration of a compensation plan, and

WHEREAS, the City retains a duty to bargain with the above mentioned unions relative to across-the-board wage increases for 2012 so the wage schedule and practices stipulated herein for such current union members are consistent with current practices and do not incorporate a wage increase at this time, and

WHEREAS, it is important to adopt a salary structure so that current employees and any new employees that may be hired in the event of vacancy know their conditions of employment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the 2012 non-represented employee general wage adjustment; the rates of pay, wage schedule, and pay plan structure for Public Works, Sewer and Water, Custodial, Building Inspection, Engineering Technician, and Police Department Clerical Employees; and the employee cost share of monthly health insurance premiums shall be adopted as set forth in the attached "Compensation Plan Addendum," dated 12/6/11, which is incorporated herein by reference, and that the "Compensation Plan Addendum" be incorporated as an appendix to the Employee Handbook.

All resolutions and parts of resolutions in contravention to this resolution are hereby repealed.

Introduced at a regular meeting of the Common Council of the City of Franklin this 6th day of December, 2011 by Alderman \_\_\_\_\_.

Passed and adopted by the Common Council of the City of Franklin this 6th day of December, 2011.

APPROVED:

ATTEST:

\_\_\_\_\_  
Thomas M. Taylor, Mayor

\_\_\_\_\_  
Sandra L. Wesolowski, Director of Clerk Services

AYES \_\_\_ NOES \_\_\_ ABSENT \_\_\_

Compensation Plan Addendum  
Salary Structures  
12-6-11

The following salary structures and related administrative policies are prepared in accordance with the Civil Service System Personnel Administration Program, Article 3 "Compensation Plan". Each section has been approved by the Common Council, as indicated.

**I. Supervisory and Management Employees, Sergeants, and Employees not covered by a labor agreement:**

Salary ranges in the "Salary Ranges Non-Represented Employees" table (effective 12/31/2011 as prepared by Human Resources) will be adjusted by a 1% across the board with the increase effective 7/1/2012. Employees at 96% or more of the midpoint of the range and with a "Satisfactory" (Standard) or better performance evaluation for the prior period shall receive the 1% wage increase upon the effective date. Employees at less than 96% of the midpoint of the range shall receive a wage increase on 7/1/2012 in accordance with the "Linking Merit Increase to Base Pay" table.

**II. Department of Public Works, Sewer and Water, and Custodial Employees (excludes clerical).**

Hourly Wage Rates Effective January 1, 2012

	<u>Starting Rate</u>	<u>Rate After One Year In Classification</u>			
Sewer & Water Operator I	\$24.90	\$25.97			
Sewer & Water Operator II	\$26.59	\$27.66			
Heavy Equipment Operator	\$24.90	\$25.97			
Mechanic I	\$26.03	\$27.11			
Assistant Mechanic	\$24.41	\$24.98			
Public Works Foreman	\$25.59	\$26.64			
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Custodian	\$17.52	\$18.44	\$19.37	\$20.50	\$21.57
Light Equipment Operator	\$20.96	\$21.86	\$22.89	\$23.89	\$24.88
Sewer & Water Technician	\$20.96	\$21.86	\$22.89	\$23.89	\$24.88

Note: The table incorporates the final wages rates as set forth in the labor contract that expires 12/31/11.

### III. Building Inspection, Engineering Technicians, and Police Department Clerical

#### Hourly Wage Rates Effective January 1, 2012

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<b><u>Inspection Department</u></b>				
First Asst. Bldg. Inspector	\$27.20	\$28.32	\$29.47	\$29.95
Asst. Bldg. Inspector	\$25.95	\$27.04	\$28.13	\$28.59
Plumbing Inspector	\$28.03	\$28.75	\$29.48	\$30.53
Electrical Inspector	\$28.03	\$28.75	\$29.48	\$30.53
Mechanical Inspector	\$24.72	\$25.73	\$26.78	\$27.44
<b><u>Police Department</u></b>				
Court Admin. Assistant	\$16.69	\$18.04	\$19.40	\$20.73
Deputy Police Admin. Asst.	\$15.79	\$16.96	\$18.14	\$19.34
Municipal Court Clerk	\$13.68	\$14.69	\$15.69	\$16.71
Police Utility Clerk	\$12.48	\$13.39	\$14.28	\$15.16
<b><u>Engineering Department</u></b>				
Engineering Tech I	\$15.51	\$16.33	\$17.13	\$17.95
Engineering Tech II	\$18.43	\$18.91	\$20.22	\$21.59
Drainage/Environmental Tech	\$20.36	\$20.94	\$21.50	\$22.08
Engineering Tech III	\$20.36	\$22.25	\$24.16	\$26.06
Engineering Tech IV	\$25.35	\$27.32	\$29.30	\$31.28

#### IV.

**A) Authorized Step System for Department of Public Works and Sewer and Water and Custodians:** A new employee enters at Step 1, except as may be authorized in accordance with 3.2.2 of the Personnel Administration Program, and remains there until completing the six month introductory period. Upon successful completion of six months of continuous service, the employee automatically moves to Step 2. Movement to Step 3 occurs in the same manner after an additional six month period. Movement to Step 4 and Step 5 will occur after each additional twelve months of continuous service provided the employee has continued to receive satisfactory performance evaluations.

**B) Authorized Step System for Department Building Inspection, Engineering Technician Employees, Police Department Clerical:** A new employee enters at Step 1, except as may be authorized in accordance with 3.2.2 of the Personnel Administration Program, and remains there until completing one year of continuous service. Upon completion of one year of continuous service, the employee automatically moves to Step 2. Movement to Step 3 and every step thereafter will occur after every twelve months of continuous service provided the employee has continued to receive satisfactory performance evaluations.

## **V. Employee Share of Monthly Health Insurance Premium**

Effective 1/1/12, participating employees shall pay 14% of the applicable monthly health insurance premium as determined by the Director of Finance and Treasurer, except if the employee (and the spouse, where applicable) participates in the Health Risk Assessment, as established by the City, the employee shall pay 10% of the monthly health insurance premium. (Note: The Plan Administrator may waive the participation requirement in whole or in part if, in his sole opinion, there is a significant, substantiated, and valid reason(s) for waiving the HRA participation requirement.)

<p style="text-align: center;"><b>APPROVAL</b></p> 	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">12/06/11</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;">A RESOLUTION TO ADOPT A REVISED CIVIL SERVICE SYSTEM PERSONNEL ADMINISTRATION PROGRAM AND A REVISED EMPLOYEE HANDBOOK</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.10.</p>

The attached resolution reflects another step in the continuing process of updating the City's human resources policies to reflect the changes required or recommended by Act 10 and Act 32. The revised Civil Service System Personnel Administration Program and Employee Handbook primarily attempt to incorporate aspects of the expiring labor contracts and the non-represented wage and benefit ordinances, so that employees will have documents to which to refer so that they can properly be informed of their wages, benefits and conditions of work. Although there will continue to be items to incorporate in the future, policies to make current, and clean up to do, these documents reflect significant progress.

To a great extent these documents merely incorporate existing policies and practices and do not propose a significant number of policy changes. Unfortunately, some confusion and overlap is inherent in the documents due to the requirements of Act 10 where certain things must be in Civil Service, while other things can't be in Civil Service. The net result is that neither one of the documents can incorporate everything for anybody. As such, both documents must be considered together. Following is a summary of the nature of some of the significant changes, but not listing every section simply transferred from a labor agreement or benefit ordinance.

Employee Handbook:

- 1) Reconciled this entire document with the employee classification terms from Civil Service (for example "introductory" instead of "probationary"). (Through out and p.15)
- 2) Defined the Extended-Term Part-Time Employees with Benefits to reflect our current practice. P16
- 3) Incorporated the standard continuity of service provision and defined "Seniority." As written, seniority is generally not affected by one's full-time or part-time status, which may reflect a minor change in some areas. Also, generally seniority will be city-wide, not just within department. Similarly for internally filing vacancies. P.16
- 4) Incorporates the special pay provisions of Fire Department command staff that they have historically received.
- 5) Incorporates the various longevity tables. It does not alter the various rates for Police and Fire command staff and incorporates the consolidation of rates from the various union groups as occurred in the last version of the Civil Service System.
- 6) Incorporates the current non-represented employee overtime practices currently in place: Fire Command staff, primarily Battalion Chiefs, Sergeants, and the Public Works Superintendent, Sewer and Water Superintendent, and Assistant Public Works Superintendent.
- 7) Incorporates current severance pay and clothing allowance provisions and applies the slightly more restrictive DPW language to the Inspection group.
- 8) Sets up vacation language as contemplated by Civil Service instead of incorporating vacation selection rules directly into either document. Department heads will prepare for Mayoral approval a written policy for vacation selection which will then become part of the Handbook appendix. This will allow managers much greater flexibility to manage and not require Common Council approval each time a minor change is made.

- 9) Removed authority to use vacation in place of sick leave, although the City can still compel it under FMLA. This helps to avoid a person who didn't get a vacation day they wanted, from calling in sick and then using the vacation day anyway. Retained Supervisor's ability to use sick leave for a family member or doctor's appointment.
- 10) Vacation accrual rates were incorporated as is, but expanded the Mayor's authority to offer a new employee additional vacation service credits. This ability was in one of the labor agreements, and it is a good tool in recruitment.
- 11) Incorporated the various holiday schedules as they currently exist, which perpetuates some current inequities. Cleaned up some confusing language relative to when holidays fall on weekends.
- 12) Eliminated DPW contract requirement that allows a vacation day to cause cancellation of a previously approved comp day.
- 13) Standardized bereavement Leave for everybody.
- 14) Expanded the "three year layoff" provision to each related area (for example, reinstate sick leave balance, etc.)
- 15) Standardized non-represented employees on the same Civil Service provision for the sick leave incentive that provides 1 sick day for each 4 months without a sick day used, as opposed to three sick days awarded for going a full year without using a sick day.
- 16) Incorporated a reference to the flex time policy.
- 17) Set forth language establishing health and dental insurance benefits for employees and incorporated the contribution language and all current references to retiree health insurance (the provision was not expanded).
- 18) Corrected outdated life insurance language.
- 19) Rolled in the pension contribution language from the resolution.
- 20) Standardized the Worker's Compensation language for one-year max which does expand the potential claim for some individuals, but not for any of the high risk groups, but also required consistency with the "net" provision, which reduces the potential cost of DPW claims.
- 21) Clarified the benefits for regular part-time employees and aligned the language with our historical practices (for example, incorporated language on the 62.5% employee).
- 22) Eliminated the DPW provision which correlated the use of seasonal staff with the layoff status of regular employees.
- 23) Eliminated the DPW provision for 2 months of health insurance following layoff.
- 24) Standardized leaving step one of DPW after 1 year, not 180 days.
- 25) Extended to the Handbook the Civil Service provision that creates greater flexibility in setting the days of the work week.
- 26) Standardized Inspections OT provision with the other Civil Service employees such that OT is after 8 hours in a day.

#### Civil Service:

- 1) Noted that some part-time employees may not get all benefits. P2
- 2) Reconciled "Introductory Employee" between the two documents.
- 3) Reconciled that salary ordinances will now be by resolution
- 4) Added Holiday-on-a-weekend-based overtime provision language from contract. 3.4.2
- 5) Standardized process for allocation of OT to be consistent with DPW, but removed fiscal impact of management error. 3.4.3
- 6) Added necessary comp time administration language.
- 7) Corrected inconsistency and noted that vacation amounts are set forth in the handbook.
- 8) Added part-time benefit cross references at 3.11 and 3.12
- 9) Added the necessary Special Duty Pay. 3.17.2 and 3.17.3
- 10) Reconciled extended-term part-time benefits with handbook and past practice. 3.18
- 11) Retained and incorporated Engineering Intern and Planner provisions that allow for a promotional path. 5.5.2

- 12) Retained Building Inspectors' ability to require additional certifications as a condition of employment for use in cross-training. 7.3
- 13) Reconciled and corrected that introductory period for dispatchers is one year
- 14) Provided for further flexibility in adjusting the days of the week that could comprise the 5-day work week. 10.1.2.3
- 15) Clarified Holiday leave cross reference to the handbook 10.2
- 16 Page 27-29 changes to leave types to reflect current practices and labor contracts
- 17) Restricted sick leave use at beginning of day so it can't cover tardiness. 10.6.5 (b)
- 18) Clarified that Bereavement Leave does not apply to all part-timers with benefits and that a funeral occurring on a vacation leave can be counted as bereavement leave.
- 12) Allowed department heads to not require a weekly doctor's note if it is clear things won't change that much. 10.6.5 (c)
- 13) Clarified that unexcused absences in excess of three days constitutes a resignation (not termination). 10.12

The Personnel Committee will review this resolution at their meeting of 12/5/11. I will relay their recommendation at the Common Council meeting. I recommend approval.

**PLEASE NOTE: THE COPIES IN THE PACKET ARE RED-LINED VERSION. THE COPY TO BE APPROVED BY THE MOTION WILL BE THE CLEAN COPY**

### **COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2011-\_\_\_\_\_, "A RESOLUTION TO ADOPT A REVISED CIVIL SERVICE SYSTEM PERSONNEL ADMINISTRATION PROGRAM AND A REVISED EMPLOYEE HANDBOOK".

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2011-\_\_\_\_\_

A RESOLUTION TO ADOPT A REVISED CIVIL SERVICE SYSTEM  
PERSONNEL ADMINISTRATION PROGRAM AND A REVISED  
EMPLOYEE HANDBOOK

---

WHEREAS, the City needs to continue to modify its policies and procedures to adjust to the requirements and allowances provided for within Act 10 and Act 32; and

WHEREAS, the numerous changes are soon to occur which require incorporation into the Civil Service System Personnel Administration Program and the Employee Handbook, including but not limited to, expiration of two labor contracts, elimination of wage and benefit ordinances, incorporation of employee pension contributions, and incorporation of increased employee share of health care premiums; and

WHEREAS, maintenance of these documents in a manner that incorporates the working conditions and benefits of employment with the City so that employees can be aware and informed of the conditions of their employment; and

WHEREAS, the Personnel Committee and Director of Administration have reviewed the changes and believe the documents represent the next best step in moving forward the process of establishing comprehensive employment manuals.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council hereby adopts the Civil Service System Personnel Administration Program, dated December 6, 2011, and the Employee Handbook, dated December 6, 2011, and directs the Director of Administration and Department Heads to implement them accordingly.

All resolutions and parts of resolutions in contravention to this resolution are hereby repealed.

Introduced at a regular meeting of the Common Council of the City of Franklin this 6th day of December, 2011 by Alderman \_\_\_\_\_.

Passed and adopted by the Common Council of the City of Franklin this 6th day of December, 2011.

APPROVED:

\_\_\_\_\_  
Thomas M. Taylor, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, Director of Clerk Services

AYES \_\_\_ NOES \_\_\_ ABSENT \_\_\_

THE CIVIL SERVICE SYSTEM  
PERSONNEL ADMINISTRATION PROGRAM

(Also Known as the "Civil Service Rules")  
(Previously the "Manual of Personnel Rules")

As Approved by the  
PERSONNEL COMMITTEE  
And  
COMMON COUNCIL  
Of the  
CITY OF FRANKLIN, WISCONSIN

THIS DOCUMENT SHOULD BE CONSIDERED IN  
CONJUNCTION WITH THE EMPLOYEE HANDBOOK

| DATED: December 6, 2011

Deleted: September

CITY OF FRANKLIN, WISCONSIN  
PERSONNEL COMMITTEE

The Civil Service System  
Personnel Administration Program

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CITY OF FRANKLIN, WISCONSIN

THE CIVIL SERVICE SYSTEM

PERSONNEL ADMINISTRATION PROGRAM

PREAMBLE

The Common Council of the City of Franklin ordained, within the Charter Ordinances, that "Pursuant to the provisions of Sections 62.11(5), 66.01, and 66.19 of the Wisconsin Statutes, there is hereby created a Civil Service System of selection, tenure and status" and that "The Civil Service System created pursuant to Section 64.01 of the Charter Ordinance No. 64 shall be administered by the Personnel Committee established pursuant to Ordinance No. 2001-1687, in part amending and as set forth within 10-12 of the Municipal Code, as set forth under such ordinance, which Personnel Committee, for such duties, shall be the Civil Service Board or Committee, as contemplated by Section 66.0509(4), Wis. Stats."

PART I

ARTICLE 1 CIVIL SERVICE RULES

Section 1.1 ORIGINATION AND ADOPTION: The Personnel Committee shall prepare or cause to be prepared and revised as necessary rules governing all phases of the Personnel Administration Program of the City as it applies to the City's classified employees and as is allowable under the scope of a Civil Service System authorized by the State of Wisconsin. Such rules shall be submitted to the Common Council for review and adoption after which the rules shall have the force of law.

Section 1.2 PURPOSE AND SCOPE:

1.2.1 PURPOSE - It is the purpose of these rules to supplement, interpret, and otherwise to give effect to provisions of Chapter 6 of Code of Ordinance.

1.2.2 SCOPE - The scope of these rules shall be restricted to classified or covered employees and to the provisions in respect to the following topics and areas of personnel administration, including any such related topics and areas as determined by the Personnel Committee as appropriate, as authorized by state statute for inclusion in a Civil Service System:

- (a) employee selection,
- (b) employee tenure,
- (c) employee status,
- (d) attendance
- (e) leave regulation
- (f) compensation and payrolls
- (g) a grievance procedure that addresses employee terminations,
- (h) employee discipline, and
- (i) workplace safety

Section 1.3 AMENDMENT: The Personnel Committee shall submit proposed amendments of these rules to the Common Council whenever such amendments are deemed necessary by the Committee or as directed by the Common Council. Any such amendments shall not be inconsistent with the provisions of Chapter 6 of Ordinance, and following their adoption by the Common Council, the Committee shall properly make available or transmit such amendments to Appointing Authorities and classified employees.

Section 1.4 DEFINITION OF TERMS: The words and terms hereinafter mentioned, whenever used in these rules or in any regulations in force thereunder, shall be construed as follows:

- 1.4.1 APPOINTING AUTHORITY – shall mean the Common Council, Mayor, or any City Department Head having the authority by ordinance to make appointments to any subordinate office or position in a department of the City Government.
- 1.4.2 COMMITTEE – shall mean the City of Franklin Personnel Committee.
- 1.4.3 CITY – shall mean the City of Franklin, Wisconsin.
- 1.4.4 EXTENDED-TERM FULL-TIME EMPLOYEE – shall mean an employee who has been appointed as a result of a certification to an extended-term, full-time position and who generally works at least 37.5 hours weekly and is expected to work 1950 hours or more per year, including paid leaves.
- 1.4.5 EXTENDED-TERM FULL-TIME POSITION – shall mean a position where the employee is expected to generally work at least 37.5 hours weekly and 1950 hours or more per year, including paid leaves, in a position authorized by the Common Council as an “Extended-term Full-Time” position.
- 1.4.6 EXTENDED-TERM PART-TIME EMPLOYEE WITH BENEFITS – shall mean an employee who has been appointed as a result of a certification to an extended-term, part-time position and who generally works less than 37.5 hours weekly and is not expected to work 1950 or more hours per year, including paid leaves, and whose category within a position classification has been designated by the Common Council as receiving benefits, which may cover a full or partial designation of benefits.
- 1.4.7 EXTENDED-TERM PART-TIME POSITION WITH BENEFITS – shall mean a position where the employee is generally expected to work less than 37.5 hours weekly and is not expected to work 1950 or more hours per year, including paid leaves, and whose category within a position classification has been designated by the Common Council as receiving benefits, which may cover a full or partial designation of benefits.
- 1.4.8 EXTENDED-TERM PART-TIME EMPLOYEE WITHOUT BENEFITS – shall mean an employee who has been appointed as a result of a certification to an extended-term, part-time position and who generally works less than 37.5

hours weekly and is not expected to work 1950 or more hours per year, including paid leaves, and whose category within a position classification has been designated by the Common Council as not receiving benefits.

- 1.4.9 EXTENDED-TERM PART-TIME POSITION WITHOUT BENEFITS – shall mean a position where the employee is generally expected to work less than 37.5 hours weekly and is not expected to work 1950 or more hours per year, including paid leaves, and whose category within a position classification has been designated by the Common Council as not receiving benefits. Most typically such a position is scheduled for 19 or fewer hours per week.
- 1.4.10 LIMITED-TERM FULL-TIME EMPLOYEE – shall mean an employee who has been appointed without certification to a full-time position and who generally works at least 37.5 hours weekly and would be expected to work 1950 hours or more per year, including paid leaves, if annualized, but whose position is authorized for a limited duration, which is not expected to exceed nine continuous months of employment.
- 1.4.11 LIMITED-TERM PART-TIME EMPLOYEE – shall mean an employee who has been appointed without certification to a limited-term part-time position and who generally works less than 37.5 hours weekly and is not expected to work 1950 or more hours per year, including paid leaves, if annualized, but whose position is authorized for a limited duration, which is not expected to exceed nine continuous months of employment.
- 1.4.12 EMERGENCY EMPLOYEE – shall mean an employee appointed without certification for short-term employment which may be required for special projects, unusual work loads, or emergency circumstances.
- 1.4.13 INTRODUCTORY PERIOD – shall mean the period when an appointed employee is required to demonstrate the fitness for the position by actual performance of duties. [An employee still serving their introductory period shall be considered an Introductory Employee in addition to their other status above.](#)

Section 1.5 UNCLASSIFIED SERVICE: The following offices and positions in the public service of the City shall be designated as "unclassified service" and are not covered within the scope of the Civil Service System, except to any extent otherwise specified.

All officials elected by the citizens of the city,

Members of the Judiciary,

All members of any board or commission, including election officials,

Employees who are employed pursuant to a special contract or separate employment agreement with the City if also falling within another category set forth in this section,

All members of the Fire and Police Departments subject to Section 62.13 of the State Statutes and under the jurisdiction of the Police and Fire Commission, except to the extent as provided herein for workplace safety,

Officers of the City as set forth in Wisconsin Statutes Chapter 17, a list of which positions shall be maintained by Human Resources.

All supervisors of the City, a list of which shall be maintained by Human Resources, but not including positions identified as "lead workers" by the City,

Section 1.6 CLASSIFIED SERVICE: All offices and positions in the public service of the City, not included in Section 1.5, shall be designated as "classified service".

1.6.1 UNCERTIFIED SERVICE: The following offices and positions in the classified service of the City shall be designated as "uncertified service" or "uncertified positions" and are covered within the scope of the Civil Service System, to the extent as specified herein, but do not require testing or certification in the filling of the positions, which positions may be filled in a manner as prescribed by the Municipal Code or, if not so prescribed, in a manner determined by the Director of Administration, as subject to the review of the Mayor.

Limited-term, full or part-time employees,

Emergency employees authorized by the Mayor,

Employees who are employed pursuant to a special contract or separate employment agreement with the City,

1.6.2 CERTIFIED SERVICE: All offices and positions in the classified service of the City not included in 1.6.1 shall be designated as "certified service" or "certified positions".

Section 1.7 DESIGNATION OF AGENT: The Director of Administration shall be designated as agent for the Committee and empowered to act for the Committee in routine administration, implementation, and interpretation, where required, of these rules. The Director of Administration will have no authority to abridge rules as provided for herein or to implement rules not provided for herein, and all such actions may be subsequently reviewed and approved, disapproved, or allowed to remain unaltered by the Committee.

## ARTICLE 2 POSITION CLASSIFICATION PLAN

Section 2.1 CLASSIFICATION OF POSITIONS: The Director of Administration shall propose amendments or revisions of the classification system to the Committee based on duties, responsibilities, and employee qualifications of all certified positions in the classified service. The Committee shall submit classification recommendations

to the Common Council for approval. All personnel budget records, financial records, employee records and communications shall denote the appropriate titles established in the classification plan adopted by the Common Council. The Director of Administration shall review position classification matters and make recommendations to the Committee.

Section 2.2 CLASS SPECIFICATIONS: The Director of Administration shall prepare position classification specifications for every authorized class of positions in the classified service. The Committee shall review and authorize these specifications. The Director of Administration will submit approved specifications to appointing authorities.

Section 2.3 REVISIONS OF POSITIONS: The Director of Administration shall study the duties, responsibilities, and necessary employee qualifications for each requested new or revised position. Based on findings of the study, the Director of Administration may recommend to the Personnel Committee the appropriate classification to fit the duties, responsibilities, and employee qualifications.

2.3.1 Whenever a change of substance or significance is made in the duties and responsibilities of a position involving either the addition of new assignments or the taking away or modification of existing assignments, such changes shall be reported by the supervisor or Appointing Authority to Human Resources who will investigate such changes. If the investigation reveals the changes to be permanent and of such a nature that reclassification is justified, the Director of Administration will make a recommendation to the Committee which will subsequently recommend the appropriate class for the position to the Common Council for final action.

2.3.2 An employee in a certified classified position may request the consideration of a reclassification of the employee's position. The employee shall initially make a written request, setting forth the employee's reason for the change to the Appointing Authority. The Appointing Authority shall then forward such request to the Director of Administration, who shall proceed thereafter in a manner consistent with 2.3.1.

Section 2.4 EFFECT OF REALLOCATION OF POSITIONS: An employee occupying a position which is reclassified to a different class, as a result of approval by the Common Council, shall continue in the position only if eligible for or if acquiring eligibility to the new position in accordance with the rules governing promotion, transfer, or demotion.

Section 2.5 CLASSIFICATION DETERMINATION DISCLOSURE: An employee may seek information from the Director of Administration as to how the classification of a position(s) was derived. The Director of Administration will disclose the methods used.

### ARTICLE 3 COMPENSATION PLAN

#### Section 3.1 ORIGINATION AND REVISIONS:

- 3.1.1 The Director of Administration is responsible to prepare and to revise an equitable compensation plan fixing a salary structure, such as but not limited to a minimum salary, salary range, single wage rate, or a wage schedule, for each class of positions in the certified classified service, except those referenced in 3.1.2. The Director of Administration shall submit such salary structure recommendations to the Common Council for approval. The salary structure shall be maintained annually in accordance with 3.3.2.
- 3.1.2 The Library Director is responsible to prepare and to revise an equitable compensation plan fixing a salary structure, such as but not limited to a minimum salary, salary range, single wage rate, or a wage schedule, for each of the Municipal Library's class of positions in the certified classified service. The Library Director shall submit such salary structure recommendations to the Library Board for approval of a recommendation to the Common Council for final approval. The salary structure shall be maintained annually in accordance with 3.3.2.

Section 3.2 ADMINISTRATION:

- 3.2.1 **BASIS OF SELECTION OF A SALARY STRUCTURE:** A salary structure shall be directly related to the position-classification plan and determined with due regard to the structure of compensation for other classes.
- 3.2.2 **APPOINTMENT RATE:** Appointments to positions in the classified service shall normally be made at the established minimum rate of compensation. Appointments above the established minimum rate of compensation may only be made following recommendation by the Appointing Authority and the Director of Administration and with final approval by the Mayor for those positions addressed in 3.1.1 and by the Library Director for those positions addressed in 3.1.2; however, in each case sufficient funding must be available within the adopted budget. Appointments at a rate below the established minimum rate may not be made.
- 3.2.3 **ADVANCEMENT:** Where the minimum and maximum limits of compensation are established for a position in the certified classified service or where consistent with the salary structure as adopted, advancement to the next higher rate within the limits of compensation for such position shall be based entirely upon meritorious performance during tenure in the position at the last rate of compensation and upon any other such factor incorporated into the salary structure for that position. The Appointing Authority shall prepare a written efficiency evaluation and conduct an evaluation interview with each employee at least annually. Recommendations as to any merited advancement to the next higher rate of the applicable compensation shall be based on the written evaluation and upon any other such factor incorporated into the salary structure for that position. The Appointing Authority will submit the efficiency evaluation report and recommendation to Human Resources. The Director of Administration or his/her designee will review all evaluations and will approve advancement only when advancement is clearly justified, recommended by the Appointing Authority, and the compensation increase

will not exceed the budgetary limit for the department as approved by the Common Council for the current fiscal year. Advancements in the same classification may not be made more frequently than one (1) time per year, without the approval of the Mayor, except that an introductory employee at the completion of the introductory period who demonstrates ability exceeding the compensation rate, may advance to a proper rate in line with such demonstrated ability.

- 3.2.4 PROHIBITED PRACTICES: No employee may accept or receive reward, gift, or other form of remuneration of any consequence, consistent with standards as set forth in State Statutes, in addition to regular compensation from any source for the performance of their duties.

Section 3.3 COMPENSATION:

- 3.3.1 CONVERSION OF MONTHLY RATES TO HOURLY RATES: Hourly rate equivalents of monthly salaries shall be determined according to the following conversion table:

<u>Salary Base</u>	<u>Hourly Rate Equivalent</u>
40 hour week	1/173 of monthly salary

All hourly rate equivalents of monthly salaries shall be reported to the nearest one (1) cent but shall be computed based upon the level of accuracy of the payroll system (for example, four decimal places).

- 3.3.2 COMPENSATION SCHEDULES: The compensation of employees occupying certified classified positions shall be on the basis of appropriate schedules of monthly salaries or hourly rates prescribed for the respective classes of positions. The schedules of monthly and hourly rates will be recommended by the Director of Administration and adopted by the Common Council in a separate "Salary Ordinance" or by separate resolution. The Salary Ordinance and/or resolution shall be reviewed at least annually and recommendations of revisions or modifications will be submitted by the Director of Administration to the Common Council whenever the Director of Administration deems necessary. At any time the Salary Ordinance or resolution is revised all employees occupying positions affected will automatically advance to the new rate as appropriate within the salary structure, provided the employee is maintaining satisfactory performance, in order to maintain the same place within the salary schedule. All such compensation increases shall be effective as specified by the Common Council in the Salary Ordinance or resolution. In accordance with Section 15.2, the compensation schedules and Salary Ordinance or resolution shall incorporate and may not conflict with the provisions of an approved labor agreement, to the extent allowable under Wisconsin statutes.

- 3.3.3 COMPENSATION SCHEDULES DETERMINATION DISCLOSURE: An employee may seek information from the Director of Administration on how the compensation schedules were determined. The Director of Administration will disclose the methods used.
- 3.3.4 COMPENSATION BASIS: The monthly salary and hourly rate structure or ranges set forth in the Salary Ordinance or resolution shall be based on full-time employment at the established normal working hours for the respective classes of positions.
- 3.3.4.1 FULL-TIME WORK: All full-time employees shall be compensated consistent with the monthly salary or hourly rates prescribed in the Salary Ordinance or resolution for their respective classes of positions.
- 3.3.4.2 PART-TIME WORK: Compensation to employees occupying part-time, limited-term, or emergency positions shall be based on the established hourly rates and/or the hourly rate equivalent of approved salary as provided in Section 3.3.1, if so established.
- 3.3.5 SALARY ORDINANCE or RESOLUTION – EMPLOYEE FRINGE BENEFITS: For positions addressed in 3.1.1, the Personnel Committee will review and recommend and the Common Council will review and establish employees' fringe benefits, including, but not limited to, health insurance, dental insurance, life insurance, pensions, severance pay, and clothing allowance; and from time to time approve amendments to such fringe benefits provided for City employees. For positions addressed in 3.1.2, the Library Director will review and recommend and the Library Board will review and establish such employee's fringe benefits. These provisions will be addressed and recorded elsewhere and not within the Civil Service System Personnel Administration Program.
- 3.3.6 WORKER'S COMPENSATION:
- 3.3.6.1 An employee who sustains an injury while performing within the scope of employment, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), shall receive full net salary in lieu of Worker's Compensation payment for the period of time the employee may be temporarily totally or temporarily partially disabled because of said injury, but not to exceed one year from the date of injury. In no event will such supplemental pay and Worker's Compensation benefit exceed, in aggregate, the employee's normal net "take home" pay.
- 3.3.6.2 Continued eligibility for Worker's Compensation shall be reviewed every thirty (30) days by the respective Department Head and Human Resources.
- 3.3.6.3 This policy shall not limit policies or actions of the City to promote a return to work or light duty.

3.3.6.4 When the City shall have made any such payment and the employee makes claim for damages against any third party or his/her insurer, the City shall be entitled to receive from any damages recovered by such employee reimbursement for such wages paid in the same proportions prescribed by Section 102.29, Wisconsin Statutes, for Workers Compensation payments.

Section 3.4 OVERTIME: All employees shall use time sheets so the total amount of time worked, including overtime, is clearly recorded.

3.4.1 AUTHORIZATION: An Appointing Authority, or duly authorized supervisor, may authorize short periods of overtime work in emergencies or to meet irregular day-to-day operational needs. Extended overtime work required by extraordinary circumstances over and above normal day-to-day operational needs must be approved by the Common Council if additional appropriations are required.

3.4.2 COMPENSATION OR EARNINGS RATE: Full-time employees, who are not otherwise identified in a subsection hereto or who are not exempt in accordance with the Fair Labor Standards Act (FLSA), shall be paid at the rate of one-and-one-half (1½) times the base rate for all hours worked above the normal work day or normal forty-hour work week and at the rate of double time for all overtime work performed on Sundays and holidays. Exception: Whenever a holiday falls on a Saturday or Sunday, one-and-one-half times the base rate shall be paid for the observed holiday (Friday or Monday) and double time shall be paid for the applicable Saturday or Sunday. Overtime may be paid in compensatory time in a manner as prescribed herein (Section 3.4.4). Employees called in on emergency duties or mandatory call-in (hours other than regularly scheduled hours) shall be guaranteed two (2) hours pay at the appropriate overtime rate. This two-hour guarantee shall not apply to call-ins which are consecutively prior to or subsequent to (in other words, “concurrent with”) the employee's regular schedule.

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3.4.2.1 DISPATCHERS: Employees shall receive one and one-half (1-1/2) times their straight time hourly rate for all hours worked in excess of their normal, regular scheduled workday or work week, except for training time and schooling. Employees who are required to attend training sessions or classes during their off time will receive equivalent compensatory time off or pay at the straight time rate. Training sessions or classes during off time will be scheduled so that it does not require overtime payment or compensatory time at time and one-half pursuant to the FLSA. Exceptions will only be allowed if approved by the Police Chief or his designee. Mandatory call-in provisions of 3.4.2 also apply. Overtime management procedures shall be as established by the Mayor considering the recommendation of the Police Chief.

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3.4.2.2 LIBRARY ASSISTANTS: Library Assistants, not hired for and regularly scheduled for Sundays, that work on a Sunday are paid at time and one-half their normal hourly rate.

3.4.3 OVERTIME ASSIGNMENT AND DISTRIBUTION: The City perceives an advantage to a fair and equal distribution of and access to overtime assignments. The following guidance shall be used in the assignment of overtime. Failure of the City or its supervisors and managers to adhere to this guidance shall not create a financial obligation to the City or a property right or interests for an employee negatively impacted by the action; however, employees are encouraged to report deviations from this guideline to the Director of Administration.

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**Deleted:** Section 3.5 RETURN FROM MILITARY SERVICE: Salaries following return from military service shall be as per a separate policy as adopted by the Common Council and incorporated into the Employee Handbook.¶

3.4.3.1 DEPARTMENT OF PUBLIC WORKS, SEWER AND WATER, AND CUSTODIAL EMPLOYEES: Management is responsible for keeping a schedule of employee overtime hours and is responsible for calling the employee(s) with the least number of hours worked on the rotating list. In the event of ties, the most senior employee will be called. Employees who refuse overtime work shall be charged with the overtime hours that the next employee worked.

3.4.4 COMPENSATION TIME (COMP TIME) REGULATION: Employees eligible to earn and bank comp time shall adhere to the following general caps and rules and to the specific rules as identified below. Comp time hours are required to be banked prior to selection of dates for usage.

3.4.4.1 DEPARTMENT OF PUBLIC WORKS, SEWER AND WATER, AND CUSTODIAL EMPLOYEES: Employees may request compensatory time off up to a maximum cap of sixty-four (64) hours per year. However, the use of compensatory time is subject to approval by the City. Comp time shall be taken in 4 or 8-hour increments. Public Works and Sewer and Water employees may also select 12:30 p.m. – 3:30 p.m., except in emergencies with prior approval by the Superintendent or Assistant Superintendent.

3.4.4.2 INSPECTION, ENGINEERING TECHNICIANS, POLICE CLERICAL (excluding Police Administrative Assistant), AND MUNICIPAL COURT: Employees may accumulate a maximum of forty (40) hours of unused compensatory time. Compensatory time must be approved by the City and scheduled at a time mutually convenient to the employees and the City. Compensatory time off may not be taken in less than one (1) hour intervals.

3.4.4.3 DISPATCH: In lieu of pay, employees may accumulate compensatory time due off (TDO) to a maximum of sixty-six (66) hours. Overtime will be in pay if the employee's TDO balance is sixty-six (66) hours. TDO balances not exceeding sixty-six (66) hours may be carried forward and not paid out at the end of a year. The use of TDO shall be regulated by the guidelines of the Police Department Vacation /

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Personnel Day Off / Compensatory Time Due Off Selection Policy as set by the Chief of Police.

3.4.4.4 For non-FLSA exempt, Civil Service employees not specified above, at the discretion of the Department Head overtime hours may be accumulated and used as compensatory time off or paid at the overtime rate.

Section 3.5 RETURN FROM MILITARY SERVICE: Employees who have left the city service to enter active service in the armed forces of the United States and who subsequently are reinstated to positions previously held at the time of leaving the city service, shall be entitled to the same rate of compensation previously received or at an applicable higher rate if such has been duly established by an approved revision in the Salary Ordinance. The purpose of this section is that the City will comply with current USERRA requirements.

Section 3.6 PROMOTION AND TRANSFER: When a regular employee is promoted to a position having a higher compensation schedule, the rate of compensation shall be adjusted to be at the lowest rate in the higher schedule that will provide an increase of at least five percent over the rate received immediately prior to such promotion. When a regular employee is transferred from one position to another position having the same compensation schedule, the rate of compensation will remain unchanged. Subsequent advancement, in either case, to the next higher rate in the compensation schedule may be only on the basis set forth in Section 3.2.3.

Section 3.7 HOLIDAYS: Compensation for declared holidays for the City shall be as set forth herein.

3.7.1 EXTENDED-TERM FULL-TIME EMPLOYEES: Each extended-term full-time employee shall be compensated for the declared holidays, in addition to any time worked and based upon their regular schedule, provided that the employee meets the following conditions:

- (a) The employee has completed thirty (30) working days of continuous service as of the date of the holiday;
- (b) The employee has worked the last regular work day prior to and the next regular work day immediately following such holiday unless the holiday occurs during the following listing periods.
  - (1) A period of paid sick leave;
  - (2) An approved vacation period;
  - (3) When the employee is on jury duty as provided in Section 10.8;
  - (4) During the week in which the employee leaves for, or returns from, an approved leave of absence.

Eligible extended-term employees shall be entitled to eight (8) hours holiday compensation at their straight time hourly rate and/or hourly rate salary equivalent exclusive of shift and overtime premiums for each such holiday or,

with approval of the Department Head, may take an alternate day off. If extended-term employees, except for the position classification of "Dispatcher", are required and authorized to work on any declared holiday listed in the Salary Ordinance, the compensation for time worked on such a holiday shall be deemed overtime and employees shall be compensated for such time at the rate of double time.

3.7.1.1 DISPATCHERS: Compensation for holiday pay for dispatchers shall be in accordance with Departmental Order 2/125.00 VIII, which may be amended by the Police Chief, with the approval of the Mayor, and which shall address circumstances under which a Dispatcher's holiday day shall be paid out or rescheduled, but which may not alter the total holiday allotment to be paid or scheduled.

3.7.2 PART-TIME, LIMITED-TERM, AND EMERGENCY EMPLOYEES: Employees who are employed on an extended-term part-time, with-benefit basis shall be eligible for all declared holidays subject to the conditions set forth in Section 3.7.1; however, holiday compensation is in proportion to the scheduled time such employees normally work [as set forth in 3.18](#). If such extended-term part-time employees are required and authorized to work on any declared holiday, the compensation for time worked on such a holiday shall be deemed overtime and employees shall be compensated for such time as provided in Section 3.4.2. No ~~limited-term employees, or emergency~~ employees shall be eligible for holiday compensation.

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Section 3.8 PERSONAL HOLIDAYS (PERSONAL DAYS): Employees are paid their normal hourly rate, with no premium or multiplier, for each hour of Personal Holiday leave used.

Section 3.9 VACATIONS: Employees are paid their normal hourly rate, with no premium or multiplier, for each hour of Vacation leave used. The [Employee Handbook](#) shall authorize the length or amount of vacation periods for civil service employees, which may be changed from time to time. Extended-term, part-time employees with benefits, who work a regularly-established number of hours per day, ~~are~~ eligible for a period of vacation leave each year under the same conditions that an extended-term, full-time employee may be eligible, except that compensation for each week of vacation leave shall be reduced to coincide with the number of regular scheduled weekly hours, [as per Section 3.18 herein](#). An employee who terminates or is terminated, dies or retires from City service, shall receive compensation for any unused portion of accumulated vacation leave up to the date of termination, [unless the employee terminated during an introductory period](#).

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Section 3.10 MILITARY LEAVE: Compensation for each extended-term employee who is required to take a period of training for the purpose of retaining status as a member in an organized unit of the reserve corps of the United States Army, Navy, Air Force, Marine Corps, Coast Guard and the National Guard or who is ordered to active duty shall be addressed by a separate policy as adopted by the Common Council, which policy shall be incorporated into the Employee Handbook.

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Section 3.11 SICK LEAVE: Each extended-term full-time employee and each extended-term part-time employee with benefits shall be eligible for compensable sick leave credit based upon periods of completed service with the City, which credit may be available for use after the first six (6) months of continuous service. Extended-term part-time employees receive sick leave benefits prorated as per Section 3.18 herein. Employees are paid their normal hourly rate, with no premium or multiplier, for each hour of Sick leave used. Compensable sick leave credits may be capped, which caps or maximum accruals will be specified in Section 10.6.3 No compensation is paid for any unused, accumulated sick leave credit if an employee resigns, is discharged, or is laid off.

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Section 3.12 BEREAVEMENT LEAVE: All extended-term full-time and part-time employees with benefits shall receive payment at their normal hourly rate, with no premium or multiplier, for each hour of Bereavement Leave granted in accordance with Section 10.7.1. A part-time employee with benefits may receive bereavement leave prorated as per Section 3.18 herein.

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Section 3.13 JURY DUTY LEAVE: All extended-term full-time and part-time employees with benefits shall receive compensation for Jury Duty leave in accordance with a policy as adopted by the Common Council and set forth within the Employee Handbook.

Section 3.14 LEAVES OF ABSENCE WITHOUT COMPENSATION: Leaves of absence without compensation may be granted and shall be administered in accordance with the policy as adopted by the Common Council and set forth within the Employee Handbook.

Section 3.15 FAMILY AND MEDICAL LEAVE: Compensation associated with Family and Medical Leave shall be in accordance with state and federal requirements and with a policy as adopted by the Common Council and set forth within the Employee Handbook.

Section 3.16 LONGEVITY: Longevity shall mean continuous and uninterrupted service, as defined in the Employee Handbook, as an employee of the City of Franklin. An employee who is continuously employed by the City shall receive the following increments of pay: 5 years, \$5.00 per month; 10 years, \$10.00 per month; 15 years, \$15.00 per month; 20 years, \$20.00 per month; and 25 years, \$25 per month.

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Section 3.17: SPECIAL DUTY PAY OR MISCELLANEOUS COMPENSATION

3.17.1 DISPATCHER – CERTIFIED TRAINER: A Dispatcher shall be paid an additional \$.50 per hour for all hours worked while assigned to train a new employee and designated as the training officer.

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3.17.2 SEWER AND WATER UTILITY DEPARTMENT – STANDBY DUTY: One employee in the Sewer and Water Utility Department shall be assigned to standby duty for periods of one week (seven days) and for such service shall be compensated 2.5 hours of straight time pay for each Saturday, Sunday, or holiday and 2.0 hours of straight time pay for each other assigned day. Standby duty compensation is in addition to overtime pay paid for hours

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actually worked when the employee is called in to service. Periodic deviations in the weekly assignment period may be authorized by the Department Head. Deviation in the number of employees assigned to standby duty for any given day or period may be authorized by the Mayor.

3.17.3 INSPECTION – CERTIFICATION PAY: Employees in the positions, as identified in below, shall be eligible to receive \$25 per month for each certification indicated, provided the employee is qualified to perform the work (per the approval of the department head) and certified by the State to perform the work.

(i) First Assistant Building Inspector and Assistant Building Inspector

- a. UDC – Electrical
- b. UDC – Plumbing
- c. P.O.W.T.S.

(ii) Plumbing Inspector

- a. Residential Building and HVAC
- b. Residential Electrical

(iii) Electrical Inspector

- a. Residential Building and HVAC
- b. Commercial Building and HVAC
- c. Residential Plumbing
- d. Commercial Plumbing and P.O.W.T.S.

Section 3.18 PRORATION OF BENEFITS FOR EXTENDED-TERM, PART-TIME EMPLOYEES WITH BENEFITS: Extended-term, part-time employees with benefits, as described in Section 1.4.6, shall be eligible for the benefits set forth in 3.18.1 based on a proration as set forth in 3.18.2. Interpretation of the application of such prorated benefits shall be the responsibility of the Director of Administration where the detailed language of the benefit as set forth in the appropriate section herein is not clear. Additional benefits as referenced in Section 3.3.5 are available in accordance with the Employee Handbook.

3.18.1 The following benefits are prorated for Extended-Term, Part-Time Employees With Benefits in conjunction with 3.18.2:

- 1. Vacation
- 2. Sick Leave
- 3. Holidays
- 4. Personal Days
- 5. Longevity

3.18.2 Proration of benefits for for Extended-Term, Part-Time Employees With Benefits shall be in accordance with the following provisions and identified ratios. For example, such an employee who works 20 hours per week would receive pay for 4 hours on a scheduled holiday and would be paid half the regular longevity benefit amount.

<u>Employee Scheduled</u>	<u>Employee Receives:</u>
<u>At least 30 hours but less than 37.5 hours/week</u>	<u>75% of the normal benefit</u>
<u>At least 25 hours but less than 30 hours/week</u>	<u>62.5% of the normal benefit</u>

<u>Less than 25 hours per week</u>	<u>50% of the normal benefit</u>
<u>Extended-Term Part-Time Custodial with Benefits</u>	<u>Actual percentage of weekly budgeted hours/40</u>

ARTICLE 4 EMPLOYMENT APPLICATIONS

Section 4.1 APPLICATIONS FOR EXAMINATION: All applicants for examination must satisfy all requirements in the announcement issued for each examination. Human Resources may require applicants to submit proof of age, citizenship, and military service at the time of examination. Applicants shall not be questioned in regard to race, color, religious or political opinions or affiliations, national origin, disability, marital status, membership in the armed services, sexual orientation, ancestry, pregnancy, or any other protected characteristic as established by law, except to the extent as necessary to track non-discrimination statistics as may be required. The Committee, or Human Resources acting on its behalf, may verify statements contained in any application and shall obtain any additional information relative to character and fitness as they deem necessary.

Section 4.2 DEFECTIVE APPLICATIONS: Human Resources, acting on behalf of the Committee, may return defective applications to applicants with notice to amend or correct the application. Such amended or corrected applications shall be considered as original applications provided they are resubmitted and received by Human Resources, on the Committee's behalf, prior to the expiration of the time limit for receiving applications.

Section 4.3 REJECTION OF APPLICATIONS: The Committee, or Human Resources acting on its behalf, may reject any defective or incomplete application and may reject any application which indicated therein that the applicant does not possess the minimum qualifications for the position.

ARTICLE 5 EMPLOYMENT EXAMINATIONS

Section 5.1 ADMINISTRATION OF EXAMINATIONS: Absent specific action of the Committee, the Director of Administration or his/her designee shall identify and select the appropriate test to administer. The Human Resources Coordinator, acting on behalf of the Committee, shall administer written, oral, and/or performance examinations to determine the suitability of applicants for positions in the classified certified service of the City. Examination shall be administered on a competitive basis and, in order to avoid the possibility of discrimination, the identity of applicants shall be concealed in all examinations. Whenever they deem it necessary, the Committee shall have the authority to appoint, subject to funding as appropriated by the Common Council for such purpose, an examining agent experienced in the particular field or line of work for which candidates for a position are to be examined. The Committee may refuse to examine an applicant, or after examination may refuse to certify an eligible person and may remove the name from the eligibility list, for any of the following reasons:

- (a) Disability of such a manner that it reasonably relates to the applicant's ability to adequately undertake the job-related responsibilities of the employment, as set forth in Section 111.34 of the Wisconsin Statutes;
- (b) Addiction to the habitual use of intoxicating beverages to excess or use of drugs;
- (c) Conviction of a crime if the circumstances substantially relate to the circumstances of the particular job, as set forth in Section 111.335 of the Wisconsin Statutes;
- (d) Making a false statement of any material fact or practiced or attempt to practice deception or fraud in the employment application.
- (e) Cheating or deception on or in relation to an examination.

Section 5.2 PREPARATION OF EXAMINATIONS: The Committee shall establish adequate examinations for each class of positions in the City certified classified service. The Committee shall establish a list of which classes of positions in the City certified classified service require a prepared test and which examination requires only a review by Human Resources as to meeting the established education, experience, and minimum qualifications as set forth in the job description. Examinations shall relate to those matters which, in the judgment of the Committee (or Human Resources acting on their behalf where necessary), will test fairly the ability and suitability of an applicant to perform, with reasonable efficiency, the duties of the positions for which examinations are administered. Examinations may be assembled or unassembled and may include written, oral, physical, application review, or performance tests, or any combination of such tests. No question in any examination shall relate to race or religious or political opinions or affiliations.

Section 5.3 SCHEDULING EXAMINATIONS: The Human Resources Coordinator, on behalf of the Committee, shall schedule entrance, promotion, and transfer examinations to fill vacancies in the City certified classified service and/or to provide eligibility lists for positions where vacancies are likely to occur. The Human Resources Coordinator, on behalf of the Committee shall provide notice of the scheduling of each examination via mail, email, verbal discussion, or by some other commonly accepted communication to all qualified applicants.

Section 5.4 ENTRANCE EXAMINATIONS: Entrance examinations shall be opened to all applicants, except extended-term full-time and extended-term part-time with benefits City employees, who meet the minimum requirements fixed by the Committee with regard to experience, education, character, physical fitness, and such other factors as may be related to the ability and suitability of the applicants to perform with reasonable efficiency, the duties of the positions for which entrance examinations are scheduled.

Section 5.5 PROMOTION EXAMINATIONS: Promotion examinations shall be open to all extended-term full-time City employees eligible to receive benefits and to employees occupying positions as approved in 5.5.1. Additionally, each such employee must meet the minimum requirements fixed by the Committee with regard to experience, education, character, physical fitness, and such other factors as may

relate to the ability and suitability of such employees to perform, with reasonable efficiency, the duties of the positions for which promotion examinations are scheduled. Promotion examinations may be limited to a single department or a subdivision thereof if deemed by the Committee to be in the interest of the City service.

5.5.1 The Personnel Committee shall, from time to time, approve a listing of which part-time positions are eligible for promotion examinations identifying the positions to which promotion eligibility applies. The Personnel Committee shall consider the hours per week of the part-time position, the relationship between and nature of the work of each position, and other factors as the Personnel Committee deems necessary. Such listing shall be available for inspection at the Human Resources office.

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5.5.2 PROMOTIONAL CAREER PATH EXCEPTIONS: To aid in retention and development of certain employees, the following positions have automatic promotional opportunities that do not follow the posting and examination procedures for vacant positions.

5.5.2.1 Engineering Technician I to Engineering Technician II: Once an employee has been in Step 4 of the Engineering Tech I position for 1 full year, provided the employee has satisfactory performance, the individual can take a test to be promoted to Engineering Tech II. When the individual satisfactorily passes the test, as determined by the Civil Service Committee, the individual would be promoted to Engineering Tech II Step 1. If the individual fails the initial exam, the individual may retake the same or similar test, as determined by the City, in 6 months. If the individual again fails the test, the individual may continue to take the test yearly, provided that it has been at least 1 year from the date they last took the test.

5.5.2.2 Planner: The positions of Planner do not require a prepared test. New hires are slotted into a position (Intern, I, II, or Senior) based upon their education and experience in comparison to the requirements stated on the job description and based upon the needs of the City. A Planner may be promoted, at the discretion of the Mayor, to a higher step position based upon performance and upon the additional experience as a Planner for the City of Franklin.

Section 5.6 TRANSFER EXAMINATIONS: Transfer examinations shall be scheduled, as the Committee or Human Resources acting on their behalf deems necessary, for the purpose of determining if extended-term City employees, who have properly requested transfer to a position in the same class or to another class with the same maximum salary limit, have the necessary qualifications to perform, with reasonable efficiency, the duties of the positions to which they seek transfer.

Section 5.7 METHOD OF RATING EXAMINATIONS: The Committee shall oversee the development and implementation of sound measurement techniques and procedures for the evaluation of the training and experience of applicants and for

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rating the results of tests used in all examinations for the purposes of rejecting unqualified applicants and establishing the names of eligible applicants on eligibility lists in proper order according to the relative ability and qualification of applicants. The Committee shall review the findings of each examining agent or committee and shall give due consideration to such findings when establishing eligibility lists.

5.7.1 POSITIONS REQUIRING A PREPARED TEST: The minimum rating by which eligibility may be achieved by such applicants in each examination shall be established by the Committee, individually or from time-to-time. Such minimum ratings shall also apply to the rating of each part of the examination; therefore, applicants shall be required to attain at least a minimum rating on each part of the examination in order to be considered eligible for employment. The total earned rating of each applicant shall be the total of the earned rating on each part of the examination in accordance with the weights established for each such part prior to the date of examination.

5.7.2 POSITIONS NOT REQUIRING A PREPARED TEST: For positions without a prepared test and only requiring a review by Human Resources, per Section 5.2, Human Resources shall evaluate each satisfactory application to determine if it meets the established education, experience, and minimum qualifications as set forth in the job description and shall rate each such satisfactory application as “Meets Minimum Qualifications” or “Does Not Meet Minimum Qualifications.” To aid Appointing Authorities in selection, Human Resources may also provide a ranking or subjective review of those meeting minimum qualifications; however, such subjective review may not take into consideration any of the factors listed throughout this policy which may be considered potentially discriminatory but may consider the training and experience of applicants in order to determine the relative ability and qualification of applicants.

5.7.3 VETERANS RATING ADJUSTMENT: A veteran, as defined in Section 230.16(7m) of the Wisconsin statutes, or the spouse of a veteran shall receive a veteran’s preference on an examination, considered under 5.7.1, in accordance with Section 230.16(7) of the Wisconsin statutes, as may be amended from time to time. Proof of veteran status shall be provided by a veteran in the form of discharge papers, a certified or photostatic copy of such, or other satisfactory evidence of honorable military service and discharge as is necessary to prove standing under Section 230.16(7m). Veterans with a disability rating shall submit proof of such disability rating on such form as may be required by the Committee and the disability must be certified by the appropriate federal agency responsible for the administration of veterans’ affairs. The burden and requirement of proof and of knowledge of a Veterans Rating Adjustment shall be entirely upon the applicant, and the City is not required to amend its process or reconsider actions taken to accommodate notification of Veterans status or preference that was not presented and proved in a timely manner. Veterans shall not be eligible for adjustment of total earned ratings on promotion or transfer examinations.

Section 5.8 NOTIFICATION OF EXAMINATION RESULTS: Each applicant who takes an examination shall be notified in writing as to whether the minimum rating was attained in such examination and, if attained, the applicant's standing on the eligibility list. Each such applicant shall be entitled to inspect their own rating and examination papers, but examination papers shall not be open to the general public. Such inspection shall only be permitted at such hours and in such places as specified by Human Resources. If the Committee makes a subsequent adjustment of the final rating of an applicant, Human Resources shall promptly notify the applicant of such adjustment, the reasons therefore, and any change made in the order in which the applicant's name appears on the eligibility list.

## | ARTICLE 6 ELIGIBILITY LISTS

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Section 6.1 ORIGINATION: After each examination, Human Resources shall prepare, and the Committee shall approve in a final manner and form as they shall determine appropriate, an entrance, promotion, or transfer eligibility list of those candidates who have attained minimum ratings as established by the Committee for that examination. Names of eligible candidates shall be placed on the list in numerical order of final ratings starting with the highest rating. In case of ties in the final rating, names of such tied candidates shall be placed on the list in alphabetical order. Human Resources shall also prepare, and the Committee shall approve in a final manner and form as they shall determine appropriate, a list of employees on lay-off status who are eligible for reinstatement.

Section 6.2 ENTRANCE LIST: An entrance list shall consist of the names of all applicants who have attained the required minimum ratings as a result of an entrance examination. Such names shall be arranged in the numerical order of final rating.

Section 6.3 PROMOTION LIST: A promotion list shall consist of names of all extended-term City employees who have attained the required minimum ratings as a result of a promotion examination. Such names shall be arranged in numerical order of final rating.

Section 6.4 TRANSFER LIST: A transfer list shall consist of the names of extended-term City employees who have attained required minimum ratings as a result of a transfer examination. Such names shall be arranged in numerical order of final rating.

Section 6.5 REINSTATEMENT LIST: A reinstatement list shall consist of names of extended-term City employees who have been laid off from their positions in accordance with these rules and who are eligible for rehire. Such names shall be arranged in order of length of continuous service with the City starting with the longest period of continuous service.

Section 6.6 COMBINATION OF LISTS: Two eligibility lists of the same type and for the same class of positions may be consolidated by the Committee in a manner fair to eligible people on both lists.

Section 6.7 REMOVAL FROM LISTS: The Committee may remove the following from the eligibility list:

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- (1) Any person certified to fill an extended-term position in the City classified service and who accepts such appointment or refuses such position when it is offered by the Department Head, or who fails to present him/herself for duty within such reasonable period of time as prescribed by the Appointing Authority;
- (2) Any person who made false statements, subsequently discovered in the application;
- (3) Any extended-term employee who refuses to accept a requested transfer;
- (4) Any extended-term employee on lay-off status who refuses reinstatement or who fails to report on reinstatement within the period of time prescribed by the Committee;
- (5) Any person who fails to notify the Committee in writing of a change of address.
- (6) Any person subsequently found to have cheated on the examination.

**Section 6.8 DURATION OF LISTS:** A list shall remain in force for one (1) year from the date on which originally established by the Committee except as follows:

- (1) Before the expiration date of the list, the Committee may extend the time for six (6) month periods during which a list remains in force when the needs of the City service so require, but such extended time may not exceed three (3) years from the date on which the list was originally established, and
- (2) The list may be decertified earlier by the Committee for any such, non-discriminatory reason that the Committee deems appropriate and in the best interest of the City.

Any action of the Committee reducing or extending the time period which a list shall be in force shall be duly entered in the meeting minutes of the Committee and the reasons for such extended time period shall be adequately explained therein.

**Section 6.9 AVAILABILITY OF ELIGIBLE APPLICANTS:** Each applicant listed on the eligibility list shall file with Human Resources any changes affecting availability for employment. Human Resources, acting on behalf of the Committee, may use whatever methods it deems proper to determine availability of applicants listed on an eligibility list. Whenever an eligible applicant submits a written statement to Human Resources or the Committee restricting the conditions of availability for employment, the name shall be withheld from any certification which does not meet the conditions specified, to the extent possible or practicable as determined by Human Resources. Such an eligible applicant may file a new written statement with the Committee in the duration of the eligibility list to modify or void any prior statement filed as to the condition(s) under which available for employment.

## ARTICLE 7 RECRUITMENT

Section 7.1 PERSONNEL REQUISITION: A Department Head may submit a Personnel Requisition to Human Resources to fill a new position or vacancy in an existing position in the classified service, and Human Resources, acting at the direction of the Mayor, shall make the Committee aware of such requisition in a manner and form as prescribed by the Committee.

Section 7.2 CERTIFICATION OF ELIGIBLE APPLICANTS: Upon receipt of an approved personnel requisition for a position for which a valid eligibility list is in place, Human Resources, acting on behalf of the Committee, shall provide the names, addresses, and final ratings of three (3) eligible persons standing highest on the appropriate eligibility list. If the personnel requisition specifies more than one (1) position vacancy for the class of position, Human Resources shall in the same manner provide four (4) names more than the existing vacancies. In the event of a tie at the third or fourth position as indicated above, the Director of Administration shall use statistical methods and/or personnel management principles to narrow the list to the required number or may provide additional names and addresses.

The list as provided in Article 6 of these rules shall be used in the following order for certification:

- (a) Reinstatement list,
- (b) Transfer list,
- (c) Promotion list,
- (d) Entrance list.

Human Resources shall only provide names from a certified entrance list when no person is eligible for reinstatement, transfer, or promotion. If special requirements, skills, or knowledge are specified in the Position Specifications in the personnel requisition and the Committee after investigation deems that the facts and reasons specified show a need for the special requirements, skills, or knowledge for effective performance of the duties of the position, certification shall be limited to such qualified persons on the appropriate lists.

Section 7.3 APPOINTMENTS: The Appointing Authority shall examine the applications of certified applicants in regard to education, experience, and other applicable factors and may conduct individual interviews of such candidates, which interviews may not consider any of the discriminatory factors referenced in these rules except to the extent that they may specifically impact the ability to perform the essential functions of the job. Based upon the specific requirements of the position, examination results, and individual interviews, the Appointing Authority may make a decision as to which certified applicant or applicants will be chosen for the vacancy or vacancies and shall immediately inform Human Resources in writing of the resulting appointment or appointments. The Appointing Authority will establish a time period for reporting for duty, notify the appointed applicant of appointment and established time period for reporting for duty, and specify the time and place of reporting as well as any other pertinent information. The Building Inspector, with approval of the Director of Administration, may also require as a condition of appointment that the

applicant obtain certain additional certifications, from those identified in Section 3.17.3, prior to the expiration of the applicant's introductory period.

Section 7.4 ACCEPTANCE OF APPOINTMENT: If a certified person presents him/herself for duty within a reasonable period of time as the Appointing Authority shall prescribe, that person shall be deemed to have accepted the appointment and been appointed, otherwise the person shall be deemed to have declined the appointment.

Section 7.5 LIMITED-TERM APPOINTMENTS: Limited-term appointments for short term employment may be made from eligibility lists intended for extended-term employment if an appropriate list is in place. If no appropriate list exists or if certification from lists is impractical because of non-availability of the eligible applicant for limited-term work, the Mayor may authorize the limited-term appointment of any qualified individual or Human Resources may elect to pursue establishment of an eligibility list through the Committee. Successive emergency appointments of the same person to the same position shall not total more than the equivalent of six (6) months full time work in a twelve (12) month period, unless specifically authorized by the Committee. The acceptance or refusal by an eligible applicant for a limited-term appointment shall not affect the applicant's standing on an eligibility list for an extended-term position. Any period of employment under a limited-term appointment is not part of the introductory service period in the event of subsequent appointment to a regular position.

Section 7.6 EMERGENCY APPOINTMENTS: When an emergency condition makes it impossible to fill a position in the City classified service in accordance with these rules, the Mayor may appoint any qualified person to such position to prevent stoppage of public business, inability to adequately commence public business, or loss or serious inconvenience to the public. Any person so appointed shall only be employed during such emergency condition, which shall not exceed thirty (30) working days in any twelve (12) month period, unless otherwise approved by the Committee. There shall be no emergency if the Mayor had or, in the exercise of due diligence should have had, reasonable notice of a clear employment condition. The Mayor shall report all emergency appointments to the Committee and the Common Council as soon as reasonably possible following such emergency appointments. Any period of employment under an emergency appointment is not part of the introductory service period in case of subsequent appointments to a regular position.

Section 7.7 NEPOTISM PROHIBITED: No person shall be appointed to any position in the City service subject to these rules who is related by blood (whether of whole or half blood), or through marriage to the appointing officer, or to any member of the appointing board or body or to any direct superior, or any elective or appointive City official who also is the appointing officer. This prohibition includes appointments to classified positions.

Relationship as here defined, shall extend to all persons related as closely as first cousin when the relationship is by blood, or more closely related than first cousin where the relationship is through marriage, cases of husbands of sisters-in-law and wives of brothers-in-law. In the event nepotism occurs after appointment (marriage),

within six (6) months after the event causing the nepotism, the employee concerned must seek a transfer, promotion, etc., or the City will unilaterally take action to eliminate this rule infraction.

## ARTICLE 8 INTRODUCTORY SERVICE

Section 8.1 INTRODUCTORY PERIOD: All appointments, whether original, introductory, or by reinstatement or transfer to a position of a different class or in a different department than in which the employee had previously served and intended to be permanent shall be for an introductory period of six (6) months of actual continuous service, except Dispatchers which shall have an introductory period of twelve (12) months. No transfer, promotion or appointment shall be deemed final until the appointee has satisfactorily completed the introductory period. An Appointing Authority with the approval of the Director of Administration may extend an introductory period for up to an additional 6 months based upon satisfactory need. The Committee may establish a longer introductory period for a position at the time of certification of the list if such extensions do not exceed one (1) year and if deemed to be in the interest of City service. The introductory period shall be regarded as an integral part of the selection process and shall be utilized by close observance of the employee's work and work habits for the purpose of obtaining the most effective adjustment to the position and for rejecting any employee whose work performance or work habits do not meet work standards.

Section 8.2 INTRODUCTORY PERIOD REPORTS: The Department Head shall, no less than two (2) weeks prior to the expiration of an employee's introductory period, report to Human Resources in writing as to whether or not the services and conduct of the employee have been satisfactory and whether or not the employee will continue in the position or whether the introductory period will be extended. Annually, Human Resources may provide the Committee with a summary report of the end of introductory period actions.

Section 8.3 DISMISSAL DURING THE INTRODUCTORY PERIOD: The Appointing Authority, with approval of the Director of Administration, may dismiss an employee any time during the established introductory period if such employee, after adequate opportunity to qualify, shall be found incompetent, unqualified, or otherwise unsuited, in the opinion of the Appointing Authority, to perform satisfactorily the duties of the position, including but not limited to interacting well with others within the scope of the office or work environment. In the event of such dismissal, the Appointing Authority shall submit to Human Resources a written statement of reasons for dismissal together with such other service rating reports and forms as Human Resources may require. Any employee who, during the introductory period, is found to have been appointed through fraud or error, shall be dismissed within ten (10) working days of notification to or by Human Resources.

Section 8.4 RESTORATION OF UNSUCCESSFUL APPOINTEE TO FORMER POSITION: An extended-term City employee, appointed from a transfer or promotion eligibility list to a new position who does not successfully complete the introductory period in the new position shall be reinstated in the position, or in a position of the same class, or similar class if in the best interest of the City, occupied by the employee

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immediately prior to transfer or promotion in line with established continuous service with the City. All other unsuccessful appointees shall be dismissed in accordance with other provisions of these rules. Actions under this Section 8.4 shall not be considered a demotion.

**ARTICLE 9 DISCIPLINE:** An overall intent of discipline is to maintain the efficiency and integrity of City service. The tenure of all City employees shall be based on reasonable standards of job performance and personal and professional conduct. As such, discipline may result when an employee's actions do not conform with generally accepted standards of good behavior, when an employee has misconduct or violates a policy or work rule (including, but not limited to, those in the Employee Handbook and in this Personnel Administration Program), when an employee's performance is not acceptable or exhibits incompetence, when the employee's conduct is detrimental to the interest of the City, or at any other such time as deemed reasonable by the City. Additional examples of actions warranting disciplinary action as listed in the Employee Handbook are incorporated herein by reference. This policy is intended to comply with Wis. Stats. Section 66.0509. A "just cause" standard is not required to be met in the issuance or review of disciplinary action, but disciplinary action taken should be reasonable or appropriate, and not arbitrary and capricious, given the circumstances associated with the disciplinary action.

**Section 9.1 STEPS OF PROGRESSIVE DISCIPLINE:** Disciplinary action will be progressive when appropriate and may include, but is not limited to, any of four steps: verbal warnings, written warnings, suspensions with or without pay, and dismissal (termination of employment). Employees will be provided a written or verbal notice of the allegation(s) and provided an opportunity to be heard, prior to imposition of discipline. The Employee will be afforded a reasonable opportunity, as determined solely by the City, to be represented by one individual, at the Employee's sole cost, during the employee's opportunity to be heard. It is the responsibility of each supervisor and Department Head, who may seek assistance from Human Resources, to evaluate the circumstances and facts of employee actions objectively and apply a reasonable form of discipline; however, failure of each supervisor or Department Head to do so shall not lessen the appropriate disciplinary action or forgive the employee's action. The nature and severity of the offense, and the employee's prior record, and any other factor deemed reasonable by the City on a case-by-case basis may be considered in administering disciplinary measures; however, there may be circumstances when one or more steps are bypassed. Certain types of employee actions or problems are serious enough to justify either a suspension or termination of employment without going through progressive discipline steps, even in the event when an employee's prior work record was clean. **The City reserves the right, in its sole discretion, to impose disciplinary action as it determines may be reasonable and appropriate to the particular circumstances.**

9.1.1 "I'M DISAPPOINTED MEMO" - An "I'm Disappointment Memo" is not a disciplinary action, but a method for informing an employee of concerns that could lead to disciplinary action. They may be considered as part of the employee's prior record, but are not grievable.

9.1.2 **VERBAL WARNING:** Verbal warnings are typically the first step of progressive discipline. In a verbal warning the employee is informed of their

action or inaction that warranted the verbal warning and should be informed of the performance expectation to avoid additional steps of progressive discipline. The issuance of a verbal warning should be documented in writing and should be provided to the employee. Failure to document a verbal warning does not eliminate it from future consideration, but it may impact its consideration in considering an employee's prior record.

9.1.3 **WRITTEN WARNING:** Written Warnings should be prepared by the supervisor involved and are to be signed by the employee and placed in the employee's personnel file. A copy of a written warning should be retained by the employee.

9.1.4 **SUSPENSION:** A Department Head may, for the purpose of discipline, suspend any employee in the City classified service under the Department Head's jurisdiction, with or without compensation for a reasonable period of time not to exceed thirty (30) calendar days in any twelve (12) month period. Prior to issuing the suspension, the Department Head must review all pertinent information specifying and supporting the reasons for discipline, the discipline to be imposed, the effective date, and summarizing the investigation that occurred with the Director of Administration, who must concur with the discipline to be imposed or else the matter shall be reviewed by the Mayor. A copy of such suspension statement shall be provided to the employee.

9.1.5 **DISMISSAL:**

9.1.5.1 A dismissal is a discharge or termination of employment made as a result of disciplinary action. A Department Head, for the purpose of discipline and with the approval of the Director of Administration, who may require such documentation as he determines is necessary, may dismiss an employee under the Department Head's jurisdiction, but no dismissal shall take effect until the Appointing Authority submits to such employee a written statement specifying the reasons therefor and files a copy of such statement, and other required forms, immediately with the Director of Administration.

9.1.5.2 A "dismissal" shall include action taken by the employer to terminate an individual's employment for misconduct or performance reasons, but shall not include the following personnel actions:

- (a) Voluntary quit,
- (b) Layoff or failure to be recalled from layoff at the expiration of the recall period,
- (c) Retirement
- (d) Job abandonment, "no-call, no-show" or other failure to report to work, or
- (e) Termination of employment due to medical condition, lack of qualification or license, or other similar inability to perform job duties.

Section 9.2 NOT DISCIPLINE: Discipline does not include the following:

- (a) Placing an employee on paid administrative leave pending an internal investigation,
- (b) Counselings, 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, or
- (e) Other personnel actions taken by the employer that are not a form of progressive discipline.

Section 9.3 RIGHT TO GRIEVE: An employee who has received discipline in the form of a verbal warning, written warning, suspension, or dismissal may grieve the disciplinary action in accordance with Article 12.

Section 9.4 "LAST CHANCE AGREEMENT": Nothing in this Program shall prohibit the mutual resolution of disciplinary action or related grievance procedure from concluding with a "Last Chance Agreement," which agreement may eventually or ultimately result in a voluntary separation by an employee who commits the violation or action as specified in the "Last Chance Agreement."

## ARTICLE 10 ATTENDANCE AND LEAVE REGULATION

### Section 10.1 WORK WEEK AND HOURS OF WORK:

10.1.1 A work week is Sunday through Saturday. Most full-time employees will work 40 hours per week; however, all full-time employees shall work at least 37.5 hours per week on average, except as otherwise noted herein. All part-time employees shall work less than 37.5 hours per week on average.

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10.1.2 Except as otherwise noted herein, the normal work week shall consist of five (5) eight-hour work days, exclusive of authorized meal periods.

10.1.2.1 For full-time employees, the Common Council or Mayor may authorize deviations from 10.1.2 provided the hours for which the employee is paid adhere to 10.1.3 and the employee is only paid for hours worked and for other paid leave hours set forth herein. [For example an employee working from 7:00 a.m. to 5:00 p.m. would be paid for 9.5 hours if there were a one-hour lunch period or 10 hours if there were a one-half-hour lunch period.] Regular shifts or duty assignments established under this provision that exceed 8 hours in length shall not require overtime payments except as required by FLSA.

10.1.2.2 The work week for Dispatchers in the Police Department shall consist of five (5) workdays followed by two (2) off days, followed by five (5) workdays followed by three (3) off days, referred to as 5-2, 5-3 duty schedule, with shifts eight hours and 15 minutes long at times set forth by the Police Chief in department standard operating procedures.

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10.1.2.3 Deviation from an established or regular pattern of normal work weeks for an employee may be authorized and required by a Department Head, following consultation with the Director of Administration, provided the employee is provided at least two weeks

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advanced notice in writing and provided the adjusted schedule does not interfere with an approved leave. Such a deviation occurring with less than two weeks advanced notice may occur on a voluntary basis.

10.1.3 LUNCH PERIODS: Except as otherwise set forth herein, full-time employees shall receive a one (1) hour lunch. Half of the lunch period is paid by the City, the other half is unpaid. [Example: Working 8:30 a.m. to 5:00 p.m with a 12:00 to 1:00 lunch is eight (8) hours worked.] Including the half hour paid lunch period, the full-time employee must work at least 6 hours to receive the half-hour paid lunch period for that day, but the paid lunch period may not be at the beginning or end of the work period. [Therefore, a full-time employee starting at 8:30 must work until at least 3:00 in order to take a 1 hour lunch that includes the half-hour paid lunch period] The lunch period may be reduced to one-half hour, paid, in conjunction with a work schedule established under 10.1.2.1. Full-time employees who are FLSA exempt are not eligible to receive additional compensation or overtime if they work through the un-paid portion of a lunch period. Full-time employees who are not FLSA exempt do not receive overtime payment or double compensation if circumstances require that they work through their paid half-hour lunch period. Part-time employees are not qualified for a paid lunch period.

10.1.3.1 For Dispatchers in the Police Department the schedules in 10.1.2.2 shall include a thirty (30) minute paid lunch break during their tour of duty, during which time the employee shall be required to remain in the building subject to recall to their work station.

10.1.3.2 For Department of Public Works employees the lunch period shall be one-half hour unpaid, but employees will receive a 20-minute paid break period during the full work day, which will be administered as determined by the immediate supervisor acting under the authority or direction of the department head.

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10.1.3.3 The Common Council or Mayor may approve a revised office-hours schedule, including deviations in the lunch period, for a department, but such deviations shall remain consistent with the spirit of 10.1.3. The Director of Administration may approve extended term deviations from the lunch periods set forth herein to address special circumstances or departmental needs or schedules, but such deviations shall remain consistent with the spirit of 10.1.3.

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10.1.3.4 Lunch periods for the Library shall be as established by the Library Director; however, any paid lunch period must be in compliance with an adopted policy of the Library Board.

Section 10.2 HOLIDAY LEAVE: Holiday leave shall be administered in accordance with Section 3.7 herein and with the requirements as setforth within the Employee Handbook. The declared holidays for the City shall be as set forth in the Employee Handbook.

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Section 10.3 PERSONAL HOLIDAYS (PERSONAL DAYS): Except as otherwise specified herein, full-time employees will receive five (5) Personal Holidays per calendar year, except employees with less than 5-years of continuous service, Public Works employees, Sewer and Water employees, and Custodial employees will receive four (4) Personal Holidays, which will be issued at the start of each calendar year. Personal Holidays must be taken within the calendar year at a time mutually agreed upon between the employee and the Department Head, except up to two days may be carried over with the approval of the Department Head and Director of Administration in the event of special circumstances, solely as determined by the City. Employees' requests for personal days shall be made twenty-four (24) hours in advance to the employee's supervisor, except in cases of emergency. The Department Head shall not unreasonably withhold consent to take a Personal Holiday but may do so if required to serve the needs of the department. A new employee shall have their Personal Holiday allowance for the then current year prorated based upon the portion of the year remaining, as calculated by Human Resources. Personal Holiday's must be used for a minimum two-hour period, except Public Works, Sewer and Water, and Custodial employees which must use 4 or 8 hour increments.

10.3.1 DISPATCHERS: Dispatchers are eligible to receive and use four (4) personal days after one (1) year of service, and do not receive a prorated leave balance upon being hired. Administration of Dispatchers' Personal Holidays, including carry over restrictions, shall be in accordance with Departmental Order 2/125.00, which may be amended by the Police Chief, with the approval of the Mayor.

10.3.2 DEPARTMENT OF PUBLIC WORKS AND SEWER AND WATER DEPARTMENT: Department of Public Works and Sewer and Water Department employees shall receive four (4) Personal Holidays per calendar year and shall be required to observe a minimum four-hour period.

Section 10.4 VACATIONS:

10.4.1 ACCRUAL RATE: Except as otherwise set forth herein, each extended-term full-time employee and each extended-term part-time employee with benefits in the City service shall accrue vacation hours each payperiod. The accrual rate per pay period shall be 1/26<sup>th</sup> of the appropriate annualized benefit as listed in the Employee Handbook. A new employee is not eligible to use any vacation hours until after six (6) months of continuous employment. The length of the vacation period or vacation accrual rate of each eligible employee shall be based on the employee's years of continuous service as of their last anniversary date.

10.4.1.1 Dispatchers: Dispatchers shall accrue vacation leave once annually (lump-sum) on January first of each year, except a new employee shall receive their first lump-sum on their first anniversary date. Vacation allowance shall not be accumulated from year to year, except as may be permitted by the Police Chief. An employee who separates employment prior to their anniversary date in any given year who has used all of their vacation allotment for that year is subject to an adjustment to their separation payout to reconcile for vacation used but not earned for the period between their separation date and their anniversary date. The lump-sum amount shall reflect the following

December 6, 2011 – This document should be considered in conjunction with the Employee Handbook.

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schedule: ten working days of vacation with full pay after completion of one year of employment; fifteen working days of vacation with full pay after completion of five years of employment; twenty working days of vacation with full pay after completion of thirteen years of employment; twenty-five working days of vacation with full pay after completion of eighteen years of employment, provided that, until the employee has completed twenty-two years of service, the employee has accumulated at least one hundred thirty (130) days of sick leave in the year the vacation is taken, and provided further that five (5) days will be deducted from the sick leave account of the employee;

10.4.1.2 EXTENDED-TERM PART-TIME EMPLOYEES WITH BENEFITS: Extended-term, part-time employees with benefits, who work a regularly-established number of hours per day, may be eligible for a period of vacation leave each year under the same conditions that an extended-term, full-time employee may be eligible, except that the accrual rate for each week of vacation leave shall be reduced proportionally to coincide with the number of regularly scheduled weekly hours. If a regularly-scheduled, part-time employee is duly certified, appointed and accepted as an extended-term employee, continuous service with the City service for vacation purposes shall be recomputed to establish a date which will reflect and be the equivalent of full-time service.

10.4.2. VACATION SCHEDULING: Each Department Head shall recommend to the Mayor, after consultation with Human Resources, a vacation scheduling policy that pays particular regard to the continuous service of employees (seniority) and the operating requirements of the Department or divisions thereof. Said plans will be submitted to the Mayor for approval and shall automatically be incorporated into the Employee Handbook without requiring separate action by the Common Council.

Said departmental Vacation Scheduling Policies shall incorporate the following provisions:

(a) Vacation leave credit may be applied, at the written request of the employee and with the approval of the Appointing Authority, to periods of absence due to sickness, injury, disability or Military leave.

(b) A holiday occurring during an employee's approved vacation period shall not be considered a day of vacation leave.

(c) An approved vacation period for an employee may not be rescinded for the sole purpose of granting a vacation period to a more senior employee.

(d) Vacation periods taken may be restricted to minimum or specific increments (for example, 4-hour increments).

Section 10.5 MILITARY LEAVE: Leave allowances and leave administration for each extended-term employee who is required to take a period of training for the

purpose of retaining status as a member in an organized unit of the reserve corps of the United States Army, Navy, Air Force, Marine Corps, Coast Guard and the National Guard or who is ordered to active duty shall be addressed by a separate policy as adopted by the Common Council, which policy shall be incorporated into the Employee Handbook..

Section 10.6 SICK LEAVE:

10.6.1 ELIGIBILITY: Each extended-term full-time employee and each extended-term part-time employee with benefits shall be eligible for sick leave credit based upon periods of completed service with the City, which credit may be available for use after the first six (6) months of continuous service. The positions of Public Health Nurse, Planner, Police Department Administrative Assistant, Administrative Project Assistant, and Deputy City Clerk shall use, accrue, and administer their sick leave credits, incorporating all subsections of 10.6, in the manner authorized for supervisors in the Employee Handbook.

10.6.2 COMPUTATION OF SICK LEAVE CREDIT: Each eligible employee shall be credited with sick leave up to the maximum sick leave accumulation at the rate of the number of hours equivalent to one (1) average regular scheduled workday period (i.e., prorated), exclusive of overtime and authorized meal periods, for each month of completed service after becoming eligible. For the purpose of sick leave credit, completed service shall include absence due to declared City holidays, to approved vacation leaves, to disability arising from injuries sustained in the course of City employment, and to circumstances as required by FMLA, as evidenced by applicable worker's compensation payments. All other periods of absence shall not be included as completed service.

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10.6.3 MAXIMUM SICK LEAVE ACCUMULATION: Except as set forth in 10.6.1, unused sick leave credit of any eligible employee may not exceed 180 days.

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10.6.4 SPECIAL SICK LEAVE CREDIT: If an employee has not taken sick leave during a specified four month period (January through April, May through August, and September through December), the employee shall receive a bonus of one sick day.

10.6.5 USE OF SICK LEAVE CREDIT: Eligible employees, upon the approval of their supervisor, may use sick leave credit in accordance with the provisions listed below, to claim compensation for periods of absence due to illness, injury, or quarantine due to contagious disease which could be communicated to other employees (except where Worker's Compensation applies):

- (a) Employees shall make every reasonable effort to inform their immediate supervisor of any such absence prior to the beginning of their work shift or as soon as possible thereafter. Failure to do so within twenty-four (24) hours from the beginning of their work shift on each day of absence may be cause for denial of use of sick leave

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credit for the period of absence, except an employee may provide a notice for a multiple day period.

(b) Sick leave credit may not be used to cover a period of absence less than one hour of the employee's regularly-scheduled daily work hours, except for Department of Public Works and Sewer and Water Employees who may not use sick leave credits to cover a period of absence less than 4 hours of the employee's regularly-scheduled daily work hours. Sick leave credit may not be used to cover a period of or pattern of tardiness, as determined by the City.

(c) The use of sick leave credit in excess of three (3) consecutive days to cover periods for reason of illness, injury, or quarantine may be granted only after an employee presents to the supervisor, a written statement from the employee's physician stating the nature of the illness and certifying that the employee's condition prevents or prevented the employee from performing the duties of the position and, when applicable, that the employee may return to work and can perform the duties of the position. An employee with any illness or injury of more than seven (7) consecutive calendar days must present such a written statement weekly from a physician, unless otherwise waived in writing by the Department Head.

(d) Sick leave credit may be used in accordance with State, Federal, and Local Family Medical Leave Act (FMLA) provisions.

(e) A holiday occurring during an employee's absence due to approved sick leave shall not be considered a day of sick leave.

(f) All unused, accumulated sick leave credit is automatically cancelled if an employee resigns, is discharged, or is laid off except that employees who are laid off, for reasons not discreditable to them, will retain their unused accumulated sick leave credit provided they are reappointed within three (3) years from the date of the lay off.

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(g) VACATION LEAVE DONATION: Donation of Vacation leave time is allowed to benefit a sick employee. It shall be administered in accordance with the policy as adopted by the Common Council and set forth within the Employee Handbook

10.6.6 ADMINISTRATION OF SICK LEAVE CREDITS: Supervisors shall ensure sick leave credit used by employees under their jurisdiction is properly and accurately submitted for accounting within the time-keeping system. The Director of Administration shall cause to be maintained a current record of each employee's sick leave credit accumulation and shall make appropriate monthly reports available to supervisors and employees.

10.6.7 SICK LEAVE ABUSE: Any employee fraudulently obtaining sick leave approval or any supervisor falsely certifying to sick leave approval for absence from work for unapprovable reasons, may be disciplined. Any

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employee exhibiting a pattern of excessive sick leave use, as determined by the City, which pattern can be established by consistent annual use of sick leave credits of more than 6 days without a valid medical reason, as reasonably determined by the City, may be disciplined. Any employee exhibiting a pattern of periodic or cyclical or event-based sick leave use, as reasonably determined by the City, may be disciplined.

Section 10.7 BEREAVEMENT LEAVE:

10.7.1 All extended-term full-time and part-time employees with benefits shall receive up to three (3) working days off with pay as bereavement leave to arrange and/or attend funeral activities in the event of a death within the employee's immediate family. "Immediate family" shall be defined as the employee's spouse, child, father, mother, sister, brother, father-in-law and mother-in-law. The death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, grand-children, grandparents, or aunt or uncle of the employee or the employee's spouse shall result in one (1) working day off with pay.

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10.7.2 When a funeral occurs during an employee's scheduled vacation, bereavement leave can be substituted for the vacation leave up to the amount of days authorized.

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10.7.3 An Employee must obtain pre-approval (prior to the first day of usage if possible or during the first day of usage) for bereavement leave by contacting their immediate supervisor or department head. Employees who fail to return to work on the specified date without receiving an extension shall be subject to disciplinary action.

10.7.4 Bereavement leave is to be used to arrange and/or attend funeral activities. Confirming documentation may be required.

10.7.5 Bereavement leave is not deducted from sick leave.

Section 10.8. JURY DUTY LEAVE: Jury duty leave shall be administered in accordance with the policy as adopted by the Common Council and set forth within the Employee Handbook.

Section 10.9 LEAVES OF ABSENCE WITHOUT COMPENSATION: Leaves of absence without compensation may be granted and shall be administered in accordance with the policy as adopted by the Common Council and set forth within the Employee Handbook.

Section 10.10 FAMILY AND MEDICAL LEAVE: The Family and Medical Leave Policy shall be in accordance with state and federal requirements and with the policy as adopted by the Common Council and set forth within the Employee Handbook.

Section 10.11 CONTINUITY OF SERVICE REQUIREMENTS: Continuity of Service Requirements shall be administered in accordance with the policy as adopted by the Common Council and set forth within the Employee Handbook.

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Section 10.12 UNEXCUSED ABSENCE: An employee who expects to be absent from duty shall report that reason to the supervisor prior to the date of absence whenever possible and in no case later than twenty-four (24) hours from the time the employee failed to report for duty. Failure to report such absence within the specified time limit may be grounds for disciplinary action. Failure to provide reasons acceptable to the supervisor for an unreported absence or for failing to report an absence, as required, shall cause the absence to be deemed an unexcused absence. All unexcused absences in excess of three (3) consecutively scheduled work days shall be considered a resignation by the employee and shall have the effect of terminating employment.

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## ARTICLE 11 REDUCTION OF PERSONNEL OR STATUS

Section 11.1 AUTHORITY: The authority to lay off personnel shall not be vested in the Committee, but a layoff may occur to a classified employee when determined necessary by the Mayor and/or Common Council due to lack of work or funds or for other causes outside the employee's control and which do not reflect discredit upon the service of the employee.

An Appointing Authority shall have the authority to dismiss employees and to accept resignations of employees.

### Section 11.2 REDUCTION METHODS:

11.2.1 TRANSFER: Whenever practical, employees scheduled for lay off shall be temporarily transferred to positions in other departments to do work which they are qualified to perform. Such transfer shall not displace any employee with a greater period of continuous service. Any employee having been transferred to avoid lay off shall be given an opportunity to re-transfer back to the former position and department in line with the employee's continuous service when work becomes available in the regular department.

11.2.2 LAY OFF: An Appointing Authority who has been given authority to reduce personnel may lay off such employees as necessary to accomplish the amount of reduction as required. The Appointing Authority, with approval of the Director of Administration after his/her review of performance evaluation records, may lay off employees based upon performance and prior performance evaluations in order to retain the employees that are in the best interest of the City with regard to service delivery, unless the Common Council or Mayor directs that the layoff occur based upon the employees in the authorized classes of positions who have the least amount of continuous service, in the inverse order of their continuous service. In the event the Director of Administration determines there is not a clear distinction in performance records for employees in the classes of positions affected or in the event there are multiple employees with similar performance records, the employees in the authorized classes of positions who have the least amount of continuous service shall be laid off first in the inverse order of their

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continuous service. Additionally, an employee with greater continuous service who lacks the necessary ability may be laid off and an employee with lesser continuous service who has the ability may be retained.

Section 11.2.2.1 NOTIFICATION OF LAY OFF: An Appointing Authority shall give written notice to the employee of a planned lay off a minimum of two (2) weeks before the date of lay off, unless otherwise specified by action of the Common Council. Unless the notice of lay off was prepared by the Director of Administration, an Appointing Authority shall submit copies of all notices of lay off to the Director of Administration prior to or on the date of notification of lay off.

In the case of limited-term or emergency employment, the Appointing Authority, when appointing such employee, shall specify the approximate expected duration of such employment, if known.

Section 11.2.2.2 "BUMPING RIGHTS" DURING LAYOFF: Employees who are notified that they are to be laid off do not have "bumping rights" (the ability to take the position of another employee of a lower classification and cause that employee to be laid off) unless the Common Council has so directed upon ordering the lay off(s).

Section 11.2.2.3 An employee who has been laid off shall be placed on a Reinstatement List, as set forth in Section 6.5, for a period of three (3) years.

Section 11.3 RESIGNATION: Employees desiring to resign from the City service in good standing shall submit to their Department Heads or other Appointing Authority, a written resignation at least fourteen (14) calendar days prior to the date of resignation, unless the Department Head or Appointing Authority, because of extenuating circumstances, agrees to permit a shorter period of notice. Failure to comply with this provision shall be entered on the service record of the employee and may be cause for denying future employment with the City. The Committee shall be notified immediately of all resignations and employees who fail to resign in good standing.

Section 11.4 DEMOTION – REDUCTION IN STATUS: The Common Council may authorize or direct the demotion of individual positions or classes of positions at their discretion, which demotion may take the form of a downward adjustment of the pay schedule. An affected employee will be provided a minimum of a two week advance notice of the effective date of a demotion. No demotion shall be made as a disciplinary action.

ARTICLE 12 EMPLOYEE GRIEVANCES: This policy is intended to comply with Section 66.0509 Wis. Stats. and applies to all employees in classified service.

Section 12.1 AUTHORITY TO GRIEVE AND STANDARD OF REVIEW: Employees in the City classified service may resort to the grievance procedures prescribed herein when they have a grievance pertaining to discipline or dismissal

(termination). Grievances should be evaluated at each step in relation to reasonable standards of job performance and personal and professional conduct, as expressed more fully in Article 9 "Discipline", and in relation to whether the disciplinary action as taken is reasonable or appropriate, and not arbitrary and capricious, given the circumstances associated with the grieved disciplinary action. No punitive action shall be carried out against any employee who files a grievance based simply on the fact that they filed a grievance. A "just cause" standard is not required to be met in the issuance or review of disciplinary action. Employees will be provided an opportunity to be heard at each step of the grievance process, except as otherwise indicated herein. The burden of proof shall be upon the employee, who shall present first at each step in the grievance process. The Employee may be represented by one individual, at the Employee's sole cost, during the employee's opportunity to be heard. If an Employee does not meet established deadlines, the grievance shall be considered resolved. The grievance process does not involve a hearing before a court of law; thus, the rules of evidence need not be followed. The Committee may review the circumstances of the grievance and determine, at their sole discretion and on a case-by-case basis, the process that shall apply during the Step 3 review, for example a more formal hearing may be applied, at the Committee's discretion, for review of a grievance resulting in termination.

Section 12.2 FORM OF GRIEVANCE: Any written grievance filed under this policy must contain the following information, except as noted in 12.3.1:

- (a) The name and position of the employee filing it.
- (b) A statement of the issue involved,
- (c) A statement of the relief sought,
- (d) The date(s) the event(s) giving rise to the grievance took place,
- (e) The identity of the policy, procedure, or rule that is being challenged,
- (f) The steps the employee has taken to review the matter, either orally or in writing, with the employee's supervisor, and
- (g) The employee's signature and date.

Section 12.3 STEPS OF THE GRIEVANCE PROCESS: All grievances must be presented in the order of the provisions of this section, and no grievance shall be entitled to redress unless the grievance is made within ten (10) working days from issuance of the disciplinary action in question. Any grievance or complaint affecting the financial status of any employee on which a grievance has been filed, or which is settled by a City representative, shall not be retroactive to a date prior to the date of filing of the grievance unless the circumstances of the case made it impossible for the aggrieved employee to know that a grievance existed.

12.3.1 GRIEVANCE STEP 1: An employee having a grievance shall first present it to their immediate supervisor in writing, requiring only 12.2 (a), (b), (c), and (g). The grievance must be filed with the immediate supervisor within five (5) business days of receiving the disciplinary action that is the subject of the grievance. The immediate supervisor shall discuss the grievance with the employee and make reasonable effort to effect an immediate mutually satisfactory settlement, not inconsistent with these personnel rules. The immediate supervisor should provide a written response to the grievance within five (5) business days. The immediate

supervisor may confer with their Department Head or Human Resources in considering the grievance, which conferral shall not be considered to invalidate the Step 2 process.

12.3.2 GRIEVANCE STEP 2: If the grievance has not been settled to the satisfaction of the employee at Step 1, the aggrieved employee must prepare and file a written grievance with the Department Head within five (5) business days. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision in writing, if possible within the (10) business days of receipt of the grievance. If the Department Head issued the grievance under question and provided the Step 1 review, then the Director of Administration shall provide the Step 2 review and response. If the immediate supervisor did not provide the written response within five (5) business days, the employee shall submit the Step 2 grievance within fifteen (15) days of receipt of the disciplinary action that is the subject of the grievance.

12.3.3 GRIEVANCE STEP 3: If the grievance has not been settled to the satisfaction of the employee at Step 2, the employee shall, if intending to pursue the grievance, within five (5) working days from the date of receipt of the notice of disposition of the grievance at Step 2 submit written request to the Human Resources Coordinator for a Committee hearing. The employee may provide supplemental written material to the written grievance submitted for Step 2. The Committee shall schedule a hearing and provide the employee with at least five (5) days advanced notice, which notice period the employee may waive. Human Resources shall notify all persons concerned of the scheduled date for the hearing, and such notification should be made at least five (5) working days prior to the scheduled date of the hearing, unless an employee waiver occurred. The Committee may table the matter for a subsequent meeting if, in the discretion of the Committee, such action is necessary in order to more thoroughly consider the merits of the grievance. The Committee shall make a decision, which shall be final and binding provided it is within the scope of authority granted them by the Common Council, as addressed below. The Director of Administration, acting on behalf of the Committee, shall state such decision in writing to the employee, with a copy to the employee's Department Head and immediate supervisor, which should happen within ten (10) working days after the hearing. If, in the opinion of the Committee or the Director of Administration, the decision of the Committee has a fiscal impact exceeding budget levels or expectations, the aspect of the decision which is fiscal in nature shall be considered advisory and that portion shall be submitted to the Common Council for consideration. In such instance, the employee is not entitled to a hearing before the Common Council.

Section 12.4 MISCELLANEOUS:

12.4.1 "WITHOUT PAY": Any employee suspended without pay or terminated, remains in such "without pay" status during the grievance process. A

grievance decision that returns an employee to at pay status may be eligible for reimbursement of lost base wages during the suspension or termination period, depending upon the nature of the Committee decision.

12.4.2 **TIMELINES:** If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date.

12.4.3 **COMPENSATION FOR TIME SPENT:** An employee will not be compensated for time spent in processing his/her grievance through the various steps of the grievance procedure, except the reviews at Step 1 and Step 2 may occur during regular business hours and the grievant's participation at those steps, as requested by the supervisor or Department Head, will be compensated provided the employee remains in a "paid" status.

**ARTICLE 13 EMPLOYEE COMPLAINTS:** An employee in the classified service may resort to the complaint procedure when they have a complaint or a dispute with respect to the interpretation, meaning, or application of the provisions of the City's policies or procedures as the complaint may relate to the topics and areas under the Scope of these rules as addressed in Section 1.2.2, except as related to employee safety which is addressed in Article 14 of these rules. The complaint procedure shall be as set forth in the Employee Handbook. The complaint procedure shall be considered a grievance procedure for those such topics and areas. The complaint process does not involve a "just cause" standard, does not require any level of due process, and does not involve a hearing before a court of law; thus, the rules of evidence need not be followed.

#### **ARTICLE 14 WORKPLACE SAFETY:**

Section 14.1: "WORKPLACE SAFETY" DEFINED: "Workplace Safety" is 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 the same. The authority to amend this document includes the authority to revise the definition of "Workplace Safety".

Section 14.2: EXPANDED SCOPE OF APPLICATION: Article 14 shall be applicable to all classified employees and to all Police and Fire Department employees falling under 62.13 of the Wisconsin Statutes.

#### Section 14.3: STEPS OF THE WORKPLACE SAFETY REVIEW PROCESS:

14.3.1 **SAFETY COMMITTEES:** Each Department, or multiple Departments working together, may establish a "Safety Committee," or such similar group, for the purpose of addressing safety in the workplace in order to create a forum for employee concerns, issues, and desires relative to workplace safety. Safety Committee procedures and actions shall be in accordance with the processes set up by the Department(s), with guidance from Human Resources.

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14.3.2 STEP 1 WORKPLACE SAFETY CONCERN: If an employee has a workplace safety concern that is not being resolved at a "Safety Committee", the employee may submit their concern in writing to their immediate supervisor. The immediate supervisor shall discuss the workplace safety concern with the employee and make a reasonable effort to effect an immediate mutually satisfactory settlement. The immediate supervisor should provide a written response to the complainant within (5) business days. If the Department Head is the immediate supervisor, the employee may begin at Step 2.

14.3.3 STEP 2 WORKPLACE SAFETY CONCERN: If the complaint has not been settled to the satisfaction of the employee at Step 1, the employee must prepare, sign, and file a written statement detailing the workplace safety concern with the Department Head. The Department Head or his/her designee will investigate the workplace safety concern and inform the employee of his/her decision in writing.

14.3.4. STEP 3 WORKPLACE SAFETY CONCERN: If the complaint has not been settled to the satisfaction of the employee at Step 2, the employee may request in writing to the Director of Administration to present the workplace safety concern to the Director of Administration. The Director of Administration shall investigate the workplace safety concern. If the Director of Administration agrees with the Department Head, then the Director of Administration shall inform the employee of his/her decision in writing, which decision shall be final. If the Director of Administration does not agree with the Department Head relative to the appropriate disposition of the workplace safety concern, the Department Head and Director of Administration shall present the two perspectives on the matter to the Mayor, whose decision shall be final.

Section 14.4: FISCAL CONSTRAINTS OF DECISIONS: Determinations issued in the steps of the Workplace Safety Review Process may only be carried out if adequate budget authority is available and if implementation is within the scope of authority of the individual rendering the determination.

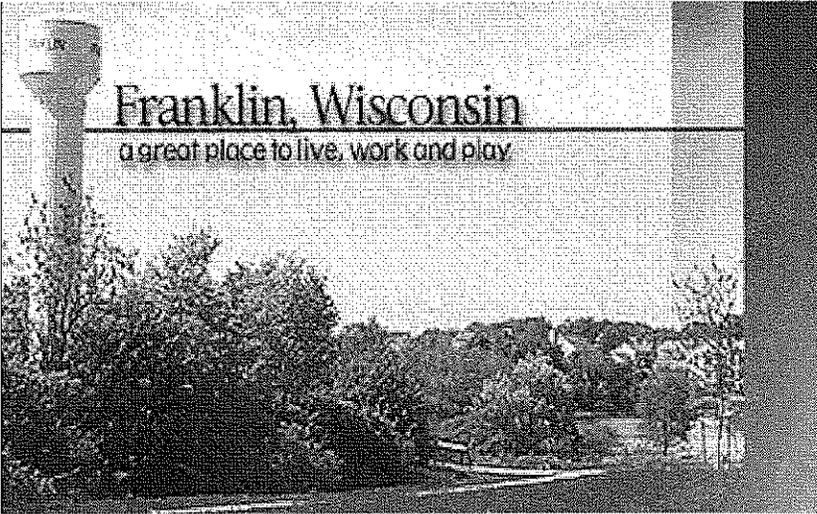
Section 14.5: FUTURE CONSIDERATIONS ON WORKPLACE SAFETY: As working conditions and equipment and service demands continually are revised, determination issued during the Workplace Safety Review Process should be considered temporary in nature. Workplace Safety Review Process determinations should be considered non-binding and at the sole discretion of the City, because operational, budgetary, managerial, and program matters may affect the situation that initiated the concern or the service level as impacted. If a determination made hereunder is effectively voided or altered by subsequent action of the City, an employee may submit the same or a similar workplace safety concern for review.

## ARTICLE 15 CONSTRUCTION OF THESE RULES

Section 15.1 LEGALITY OF RULES: The provisions of these rules are severable and if any section or sections, paragraph or paragraphs, sentence or sentences, clause or clauses, word or words, of these rules shall be held to be unconstitutional or invalid, by a valid judgment or decree of any court or competent jurisdiction, such particular section or sections, paragraph or paragraphs, sentence or sentences, clause or clauses, word or words, may be rejected or deleted without affecting, impairing, or invalidating the remaining sections, paragraphs, clauses, or words of these rules. It is hereby declared that it is the intent of the Common Council that these rules and each word, clause, sentence, paragraph, and section thereof would have been enacted, had such unconstitutional or invalid section or sections, paragraph or paragraphs, sentence or sentences, clause or clauses, word or words, not have been included herein.

Section 15.2 OVERLAPPING PROVISIONS BETWEEN THE CIVIL SERVICE SYSTEM PERSONNEL ADMINISTRATION PROGRAM AND CITY OF FRANKLIN LABOR CONTRACTS: The City's policy is to give interpretation priority to labor contract language over language found in these Civil Service System Personnel Administration Program when the purpose and intent of the provisions are the same. The Civil Service System Personnel Administration Program will be followed when no related language is found in the respective union's labor contract.

# City of Franklin Employee Handbook



Adopted by Common Council December 6 1, 2011

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## I. INTRODUCTION

### ***Dear City Employee:***

Whether you read this handbook as a new employee or as someone who has been with the City for some time, we want you to know that we are happy to have you with us. Your talents and skills are important to the City, for you play an essential part in making Franklin a better place in which to live.

In this handbook and in the Civil Service Personnel Administration Program, you will find a basic summary and description of the City's current policies. It contains carefully thought out policies designed to provide fair and equitable treatment for every employee and for orderly business practices. After you have read this handbook, you are required and expected to discuss any questions you may have with your supervisor, Department Head, or the Human Resources Department.

With your cooperation, we can continue to grow and prosper together. We trust that our endeavors and accomplishments will always be mutually rewarding and satisfying.

Thomas M. Taylor  
Mayor

Mark W. Luberda  
Director of Administration

Dana Zahn  
Human Resources Coordinator

## **Disclaimer**

This Employee Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of employment, guarantee of any other right or benefit, or a contract of employment, express or implied. All of the City's employees are employed "at-will" unless covered by a labor agreement providing another standard or unless covered by another applicable and contrary State of Wisconsin statute or City of Franklin ordinance or policy, and then only to the extent provided for in that statute, ordinance, or policy. Employment is not for any definite period. Termination of employment may occur at any time, with or without notice, and with or without cause, at the option of the City or the employee, although termination for disciplinary reasons will be accompanied with a review to the extent only as identified in City policies.

The policies stated in this handbook are subject to change at the sole discretion of the City. From time to time, you may receive updated information concerning changes in policy. If you have any questions regarding any policies, please ask your supervisor, Department Head, or Human Resources.

The policies contained in this handbook may cover subjects addressed in other sources, such as a collective bargaining agreement, state or federal law, the Civil Service Personnel Administration Manual, other City Ordinances or Resolutions, or Fire and Police Commission rules. **When the same subject matter is addressed in both these policies and in a collective bargaining agreement or state or federal law which may apply to you, the collective bargaining agreement or state or federal law will take precedence, but only to the extent necessary to eliminate the conflict, as determined solely by the City.**

Therefore, to the extent this Manual conflicts with specific language in applicable collective bargaining agreements covering certain personnel, the specific language of the collective bargaining agreement shall control over the language of this Manual when required. Additionally, any wages, hours, and working conditions referenced in this manual that are subject to the mandatory duty to bargain are not binding on those parties unless permitted by the collective bargaining agreement or upon fulfillment of the duty to bargain between the Union and Employer or upon waiver.

The contents of this handbook shall not be used as a substitute for any City ordinance, resolution, regulation, Wisconsin State Statute, or Wisconsin Administrative Code, which may be updated at any time and are controlling and specific in meaning. While the City wholeheartedly believes in the plans, policies, and procedures described here, they are not conditions of employment, and are subject to unilateral change by the City. It is the City's intention to periodically amend, change, delete, and/or add to this manual as new situations are encountered or anticipated or as a need for change becomes apparent. In this regard, employees' suggestions, ideas, and thoughts are most helpful in maintaining a pleasant and productive atmosphere. This handbook shall supersede any oral statements made by any City officials.

## ***Compliance with Policies, Rules, and Expectations of Conduct***

The City of Franklin has established these policies and its rules of conduct in furtherance of the effective operation of the City and to provide high quality services to all Franklin citizens, those persons interacting with the City of Franklin, and visitors. The City expects all employees to demonstrate professional, competent, and reasonable behavior, and to continually serve, both on-duty and off-duty, as positive examples of the high-quality personnel affiliated with this organization and consistent with the high expectations of the public.

Compliance with the policies, rules, and general expectations of conduct is of paramount importance in order to fulfill these objectives and for the employee to have a successful career in the City of Franklin. Failure to comply with these policies, rules, and general expectations of conduct can undermine these objectives, and the trust and confidence that the public, businesses, employees, and officers of the City must have in that employee.

The City of Franklin treats all violations of policy, the rules, and general expectations of conduct very seriously. **Violations of these policies, the rules, and general expectations of conduct can subject an employee to discipline, up to and including discharge.**

### ***About Your Job***

Municipal personnel administration in the City of Franklin is conducted in cooperation with the Franklin Civil Service Sub-Committee, the Franklin Personnel Committee, the Franklin Common Council, the Franklin Fire and Police Commission, and the Library Board. All employees fall under the jurisdiction of one of these groups.

The Civil Service Sub-Committee and Personnel Committee of the City of Franklin have jurisdiction over general City personnel matters, while the police and fire departments are subject to Fire/Police Commission review for hiring, promotion or disciplinary matters. The existing policies and regulations adopted by the two merit systems may include the classification of positions, minimum qualifications and methods of selection for any such positions, promotions, transfers, causes and methods of removal from such positions, resignations, disciplinary actions, or procedures for resolving major complaints and grievances.

In addition, the City negotiates with certified collective bargaining units on matters of wages, hours, and working conditions to the extent as prescribed by law (Wisconsin Employment Relations Commission).

### ***City Departments and Supervisors***

There are numerous departments and divisions within the City of Franklin. They include the departments of Administration, City Assessor, City Clerk, City Planning and Zoning,

Engineering, Finance and Treasurer, Fire, Health, Human Resources, Inspection, Police, Public Library, Public Works, and Sewer and Water.

#### Director of Administration

The Director of Administration serves as the Human Resources Director and as Plan Administrator for the employee health plan(s). Except as otherwise specified herein, final interpretation and implementation of any of the policies or rules in this Manual are vested solely with the City of Franklin through the Director of Administration.

#### Department Heads

The head of each City department shall act as the authority within their department, under the direction and oversight of the Mayor. They shall, (1) enforce all City-wide personnel policies and respective departmental rules in a consistent and impartial manner; (2) keep employees informed of current personnel policies and future revisions; (3) notify the Director of Administration of any proposed changes in the department's staff; (4) discipline and delegate authority to supervisory staff as necessary; (5) oversee the enforcement of all labor agreements; (6) have the authority to discipline and/or discharge employees in assigned positions in accordance with applicable state statutes and local ordinances; (7) develop and maintain positions within their department; and (8) annually evaluate and submit written performance evaluations of the staff within their department.

#### Supervisory Personnel

To the extent that their Department Head delegates authority to them, supervisory personnel may carry out and enforce the City personnel policies, rules, and regulations of their department. They may direct and evaluate the performance of subordinate employees, participate in the selection of new employees, develop position descriptions for subordinate employees, and administer discipline.

**Supervisory personnel may engage in, carry out, or otherwise perform the work of any employee under their scope of authority or outside of their scope of authority if duly authorized by the relevant supervisor, department head, or the Mayor. A primary responsibility of the City, and hence of its departments, is service delivery; however, economics, economies of scale, fluctuations in service demand, and other factors may restrict the number of or availability of non-supervisory personnel. As such, it is fully expected and allowable for supervisors to periodically, regularly, or routinely perform work normally and regularly assigned to non-supervisory personnel, except where restricted or prohibited by a collective bargaining agreement.**

## II. EMPLOYMENT POLICIES

### ***Equal Employment Opportunity and Affirmative Action Policy***

Equal Employment Opportunity has been, and will continue to be, a fundamental principle of the City of Franklin, where employment opportunities are based upon personal capabilities and qualifications without regard to race, color, religion, sex, age, national origin, disability, marital status, citizenship status, military or veteran's status, membership in the Army reserve or national guard, sexual orientation, ancestry, arrest record, pregnancy or any other protected characteristic as established by law.



This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

The Human Resources Department has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to the Human Resources Department.

Appropriate disciplinary action may be taken against any employee willfully violating this policy.

Affirmative action does not require the hiring or promotion of unqualified persons, nor does it require that qualified employees be terminated to create jobs for the unqualified. The goal of affirmative action is to provide a merit system where each employee is respected as an individual, recognizing his or her aspirations, capabilities, and needs.

Through the adoption of appropriate policies, all employees shall be accorded fair treatment and equal opportunity to rise to as high a level of responsibility as their talents and diligence will take them.

To assure equal employment opportunity and affirmative action, the Human Resources Department shall: (1) periodically review all position qualifications and job descriptions to ensure that requirements are relevant to the tasks to be performed; (2) assure that pay and fringe benefits depend upon job responsibility; (3) inform and provide guidance to staff and management personnel who make hiring decisions so that all applications for selections, promotion, and termination, including those of minorities and women, are considered without discrimination; and (4) create as large a pool of qualified candidates as needed to ensure equal employment opportunity in hiring.

The goal of the City's Equal Employment Opportunity and Affirmative Action policy is to (1) ensure fair treatment and nondiscrimination in City hiring and employment (2) provide compliance with State and Federal equal opportunity requirements and regulations, and (3) provide a basis for encouraging those who do business with the City to practice equal employment opportunity and affirmative action.

## ***Americans with Disabilities Act***

It is the City of Franklin's intent to provide disabled persons equal opportunity to participate in and enjoy the benefits of City services, programs, and activities. The City shall provide a bias free work environment and reasonable accommodations to all disabled persons in accordance with the Americans with Disabilities Act (ADA).

The City is committed to creating an environment that is accessible to all. Furthermore, the City shall provide auxiliary aids and services to individuals if accommodation can be made without an undue hardship to the City. Disabled persons may request the auxiliary aids and services of their choice, which may be given primary consideration. Communication of accessibility shall be included in all City announcements.

The City has a commitment to ensure equal opportunities for disabled city employees. Every reasonable effort, as established by State and Federal law, shall be made to provide an accessible work environment and accommodations unless accommodation would impose an undue burden on the City. All employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, termination, etc.) shall be administered so as not to discriminate against an employee, on the basis of his/her disability.

Recruitment and selection processes shall grant equal opportunity for employment to qualified applicants and shall not discriminate on the basis of disability. Reasonable accommodation shall be provided upon request during application and interview processes, unless accommodation would impose an undue burden on the City.

All future construction and renovation of City-owned buildings and facilities shall be carried out in accordance with the State of Wisconsin Building Code (ILHR/COM 69), which remains in accordance with the ADA Accessibility Guidelines (ADAAG).

## ***Alcohol and Drug Policy***

Pursuant to the Drug-Free Workplace Act of 1988, the City and its employees have a mutual obligation to ensure a safe and healthy work environment. As such, it is their mutual responsibility to ensure that the work place is free of employees whose job performance is impaired by drugs and/or alcohol.



Drugs shall be defined as those substances whose circulation is regulated by law. Those substances include, but are not limited to, narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol. This definition shall include over-the-counter drugs and drugs whose use requires a prescription or other written approval from a licensed physician or dentist.

The City believes that the use of illegal drugs and/or alcohol is a threat to the public welfare and to the safety of its employees. The primary goals of this policy are:

1. To prevent illegal drug usage by employees, and
2. To rehabilitate employees who voluntarily disclose their use of illegal drugs or abuse of alcohol.

Employees are expected to report to work free of any substances that could inhibit their ability to perform their duties. The unlawful use, possession, distribution, dispensing, or manufacturing of illegal drugs while on duty, on or off City property, is absolutely prohibited.

#### Treatment

When employees have placed themselves in a situation where drugs and/or alcohol have impaired their ability to perform their duties, it is the responsibility of each department to remove those employees from the work environment to prevent the endangerment of the employee, fellow employees, and/or the public.

The City recognizes that drug and/or alcohol abuse are treatable illnesses that may require treatment and rehabilitation. Any City employee who believes that they have a problem with drugs and/or alcohol may apply for a leave of absence and seek medical assistance. The City will attempt to cooperate with all employees who voluntarily seek assistance. All contacts and referrals will remain confidential.

#### Leaves of Absence

If an employee is provided a leave of absence for the purpose of undergoing treatment pursuant to an approved drug and/or alcohol rehabilitation program, such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by the City except the continued accrual of seniority, and any other rights under State or Federal law. This provision does not amend or alter the disciplinary provision.

#### Fitness-For-Duty

A fitness-for-duty exam may be required of employees requesting to return to work from a leave of absence for drug use and/or alcohol. Failure to undergo a fitness-for-duty exam or to meet the standards adopted by the City may be cause for discharge without prior notice.

#### Employee Assistance Program

Consistent with the City's philosophy that its employees are its most valuable resource, the City is willing to recognize and provide assistance to those employees whose use of alcohol or controlled substances may be the result of a problem such as alcohol or chemical dependency. Accordingly, the City encourages all employees who may have a problem with alcohol or substance abuse to voluntarily come forward and work with the City in resolving the problem.

To accomplish this goal, the City offers an Employee Assistance Program (EAP) which employees may use for referral, counseling, and consultation. Employees who voluntarily come forward and admit to a substance abuse problem will be referred to the EAP for the purpose of undergoing an assessment and the development of an appropriate treatment and rehabilitation program. However, participation in the City's EAP does not protect the employee from discipline for violations of this policy. The City reserves the right to discipline any employee who violates this policy, including the right to determine the appropriate level of discipline to impose.

### ***Anti-Harassment Policy***

The City of Franklin is committed to maintaining a work environment that is free from discrimination. In keeping with this commitment, the City will not tolerate harassment of City employees by anyone, including any supervisor, co-worker, elected or appointed official, vendor, citizen or customer of the City.

Harassment does not include the conduct or actions of supervisors intended to provide employee discipline, such as deficiency notices, performance evaluations, oral warnings, reprimands, or other supervisory actions intended to promote positive performance.

Because it is the City of Franklin's policy to foster an environment of respect for the dignity and worth of all its employees, and because incidents of harassment are demeaning to all persons involved and impair the ability of the City to function properly, harassment of any nature will not be tolerated. All employees (including elected and appointed officials) are prohibited from engaging in the harassment of any employee or person in the course of or in connection with City employment. The desired standard of employee behavior is one of cooperation and respect for each other, despite any differences.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based on a person's protected status, such as sex, color, race, ancestry, religion, national origin, age, citizenship status, sexual orientation, arrest record, conviction record, pregnancy, marital status, veterans status or on the basis of any other status or characteristic prohibited by state, federal or local law. The City will not tolerate harassing conduct that affects tangible job benefits, that unreasonably interferes with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. The City has developed the following guidelines prohibiting harassment for the benefit of all of its employees. It is essential that all employees, elected officials, and appointed officials be aware of and comply with these guidelines. The City strongly disapproves of sexual or other forms of harassment of employees, and will take appropriate disciplinary action against any employee who violates this Policy.

Harassing conduct includes, but is not limited to: slurs or negative stereotyping; threatening, intimidating or hostile acts; degrading jokes and display or circulation in the workplace of written or graphic material that degrades or shows hostility or aversion toward an individual or group (including through e-mail).

Sexual harassment deserves special mention. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in situations where:

1. Submission to such conduct is an explicit or implicit term or condition of employment;
2. An individual's submission to or rejection of such conduct becomes the basis for employment decisions affecting that individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

The City prohibits its employees from any actions or words which can be construed as harassment. Violations of this Policy will not be tolerated by the City and may result in discipline up to and including immediate termination and/or removal from office.

#### Reporting Procedure

The City of Franklin strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the City's policy or who have concerns about such matters should file their complaints with their immediate supervisor, the Manager of Human Resources, or any Department Head before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of one of the other City of Franklin designated representatives identified above.

Employees who register complaints or make reports of harassment may request that their complaints or reports be made in confidence, and such requests will be honored to the extent possible. No information regarding the initial report or the investigation will be released by the City unless required by law or if necessary for the purpose of taking disciplinary action.

Supervisors are required to report harassment cases to their Department Head, who, in turn, is required to report the matter to the Director of Administration. Reports to superiors and the Director of Administration are to be made no matter how the knowledge of the case was acquired.

All employees including elected or appointed officials are required to cooperate with the investigation of sexual and other harassment complaints. Failure to cooperate in an investigation of a harassment complaint, or making a false statement in a harassment complaint or investigation, could subject an employee to discipline, up to and including termination and/or removal from office.

No employee will be subject to discipline, harassment, intimidation, or coercion for filing a charge or complaint alleging unlawful harassment; for assisting or participating in the investigation, hearing or review by a court or government agency; or for being opposed to unlawful harassment.

### Responsive Action

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, but is not limited to, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as the City of Franklin believes appropriate under the circumstances.

### **Orientation Program**

During the employees first few days of employment, they will participate in an orientation program conducted by the Human Resource department and various members of their department, including their supervisor. During this program, they will receive important information regarding the performance requirements of their position, basic City of Franklin policies, their compensation, and benefit programs, plus other information necessary to acquaint them with their job and the City of Franklin. They will be asked to complete all necessary paperwork at this time, such as medical benefits plan enrollment forms, beneficiary designation forms, and appropriate federal, state and local tax forms. At this time, they will be required to present the City with information establishing their identity and their eligibility to work in the United States in accordance with applicable federal law.

*Please use the orientation program to familiarize yourself with the City of Franklin and our policies and benefits. We encourage you to ask any questions you may have during this program so that you will understand all the guidelines that affect and govern your employment relationship with us.*

### Introductory Period

All appointments, whether original, introductory, or by reinstatement or transfer to a position of a different class or in a different department than in which the employee had previously served and intended to be regular, shall be for an introductory period of six (6) months of actual continual service. No transfer, promotion or appointment shall be deemed final until the appointee has satisfactorily completed the introductory period. Longer introductory periods may be established if such extensions do not exceed one (1) year if deemed to be in the interest of city service.

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The introductory period shall be regarded as an integral part of the selection process and shall be utilized by close observance of the employee's work and work habits. This process will aid in determining if the employee performance and work habits meet the City's work standards.

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Department Heads shall, three (3) weeks prior to the expiration of an employee's probation period, report to the Director of Administration whether or not the services and conduct of the employee have been satisfactory and whether or not the employee will continue in the position.

### Types of Employment

The following types of employment are set forth in the Civil Service System Personnel Administration Program in Section I.4: extended-term full-time employee, extended-term part-time employee with benefits, extended-term part-time employee without benefits, limited-term full-time employee, limited-term part-time employee, emergency employee, and introductory employee.

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Introductory employees are employees who are retained on a trial basis during their initial period of employment. All newly hired City employees are on an introductory status that, unless provided otherwise by Civil Service Rules, union agreement, or other documents, extends for six (6) months from the date of hire. Introductory periods may be extended under special circumstances.

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Extended-term full-time employees are employees who have successfully completed the introductory period, are assigned to a position that is expected to continue for an indefinite duration, and normally work a shift schedule that shall total no less than 1950 hours per year. Employees classified as extended-term full-time employees shall receive all employee benefits provided by the City. Introductory employees who, upon successful completion of their introductory periods will become extended-term full-time employees, shall be entitled to the same benefits as extended-term full-time employees, subject to applicable eligibility provisions and time periods.

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Extended-term part-time employees are employees who have successfully completed the introductory period, are assigned to a position that is expected to continue for an indefinite duration, and work a shift schedule less than 37.5 hours per week. Extended-term part-time employees may be entitled to prorated vacation, holiday, sick leave, and bereavement leave

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benefits. Introductory part-time employees who, upon successful completion of their introductory periods, shall become extended-term part-time employees, shall be entitled to the same benefits as extended-term part-time employees in that classification, subject to applicable eligibility provisions and time periods.

Limited-term full-time employees are employees whose term of office or work assignments are limited in duration to nine months or less, and work a shift schedule that on an annual basis would total no less than 1950 hours. These positions do not receive employee benefits.

Limited-term part-time employees are employees whose term of office or work assignments are limited in duration to nine months or less, and work a shift schedule that on an annual basis would total less than 1950 hours. These positions do not receive employee benefits.

Emergency employees are employees who are appointed without certification for short term employment which may be required for special projects or unusual work loads.

EXTENDED-TERM PART-TIME EMPLOYEES WITH BENEFITS: Extended-term part-time employees with benefits shall be those extended-term part-time employees who are regularly scheduled to work 20 hours or more per week and extended-term part-time custodial employees.

### CONTINUITY OF SERVICE & SENIORITY

Service requirements for advancement within compensation schedules, except when otherwise specifically described, and for other purposes as set forth in this handbook shall have the implication of continuous service which shall mean employment in the city service without break or interruption. Leaves of absence of less than thirty (30) working days shall not interrupt continuous service, nor be deducted there from, but leaves in excess of thirty (30) working days, except for extended service with the armed forces of the United States, shall be deducted in computing total continuous service, but shall not serve to interrupt continuous service. A continuous lay off period of three (3) years or more shall interrupt continuous service. Continuous lay off periods of over thirty (30) working days, but less than three (3) years shall not interrupt continuous service, but shall be deducted in computing total continuous service. A termination period of less than 12 months (ie. employees who are rehired within 12 months of their termination date) shall not interrupt continuous service, but shall be deducted in computing total continuous service. Other causes for loss in continuity of service are as follows: discharge, termination, retirement, resignation, or removal from a Civil Service eligibility list(s). After consideration of the above circumstances, the resulting period or term of continuous service shall constitute an Employee's "Seniority."

Seniority for Police Command Staff: For the purposes of determining City provided benefits, Seniority is defined as the length of time that an employee has been continuously employed as a full-time employee by the City in a position within the Police Department. For the purposes of vacation, off time selection order, and other purposes not related to the City benefit formulas or layoffs, seniority is defined as the length of time that an employee has been in their current rank,

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grade, or position. For purposes of layoffs and recalls, seniority shall be pursuant to 62.13(5m) of the Wisconsin State Statutes.

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### ***Employee Ethics Policy***

**Note: Elected and appointed officials must follow Ordinance 88-970.**

No City employee shall engage in any act, on his/her own behalf or on behalf of another, that is in conflict, or creates the appearance of conflict, with the performance of his/her official duties.

No City employee shall have a financial interest in any sale of goods or services to the City with the prior knowledge that the City intended to purchase the goods or services. No employee shall have a financial or personal interest in any legislation before the City Council without revealing the nature and extent of that interest. No interest may be incompatible with the discharge of the employee's duties, or impair their independence, judgment, or actions with respect to those duties.

No City employee shall give, receive, or agree to receive any compensation, gift, reward, commission, or gratuity from any source other than the City for any matter directly connected with or related to their official services. Recognizing that friendships often precede and can evolve from official contact between employees and persons engaged in business with the City, reasonable exceptions to this section are permitted for those occasions that are social in nature and are not predicated on the employee's ability to directly or indirectly influence any matter before the City. A distinction must be made between a gift, gratuity, or favor given or received which has significant monetary value and is offered or accepted in expectation of preferential treatment, and a simple expression of courtesy. Examples of acceptable courtesies (value of \$25 or less) include, a meal or social event, exchanges of floral offerings or gifts of food to commemorate events such as an illness, death, birth, holiday, or promotions, and a sample or promotional gift of nominal value (\$25 or less).

No City employee shall participate in the issuing of a purchase order or contract in which they have a direct or indirect private interest while acting as a representative of the City, or disclose or use confidential information to advance a private interest.

No City employee shall request, use, or permit the use of City-owned vehicles, clothing, equipment, materials, or other property for unauthorized personal convenience, profit, private use, or as part of secondary employment. Use of such City property is to be restricted to services that are available to the public, and for the conduct of official City business. Authorized personal uses include taking an assigned City vehicle to lunch on workdays as needed, using a City copy machine at cost, stopping to run personal errands when the destination point is in conjunction with official or authorized business, and other nominal personal uses as permitted by the Director of Administration on a case-by-case basis.

No City employee shall appear on behalf of any private person before any other City employee, department, board, commission, or agency in anything other than an official capacity. Likewise,

no City employee shall grant special consideration, treatment, or advantage to any person beyond that which is available to the public.

No City employee shall engage in or accept private employment or service when that employment or service is incompatible with the discharge of their official duties and judgments, unless otherwise granted permission or permitted by law.

No City employee shall exceed their authority, break the law, or ask others to do so.

### ***Public Contact***

Your major responsibility is to serve the public. The citizens of Franklin are considered your customers and are entitled to courtesy, prompt service, and impartial attention, as well as a full and honest day's work. Your personal appearance is also important. The neat, well-groomed and appropriately dressed employee creates the best impression. A false conclusion, but one quickly reached, is that a civil servant who dresses in a careless manner will also be careless in handling public affairs and funds.

Always keep in mind that every time one of us has a business or personal contact with the public we register some kind of impression. All of these impressions, when combined, create the reputation of Franklin City Government.

### ***Telephone Use and Courtesy***

City telephones are important in promoting good public relations since the calling party may judge the entire City by your telephone personality. Always answer a call promptly and in a friendly, courteous manner. Always identify yourself and your department. If the call has been misdirected, or you cannot provide the requested information, refer the call promptly to someone who is able to assist the caller.

### ***Nepotism***

The City of Franklin permits the employment of qualified relatives of employees as long as such employment does not, in the opinion of the City, create an actual or perceived conflict of interest. For purposes of this policy, "relative" is a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. The City of Franklin will exercise sound judgment in the placement of related employees in accordance with the following guidelines:

Relatives are permitted to work for the City, provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities,

salary, or career progress could be influenced by the other relative. No relatives are permitted to work in the same department or in any other positions in which the City believes an inherent conflict of interest may exist. Employees who marry while employed are treated in accordance with these guidelines. That is, if in the opinion of the City, a conflict or apparent conflict arises as a result of the marriage, one of the employees may be transferred or their employment status may be changed to eliminate the conflict.

This policy applies to all categories of employment, including extended-term, limited-term, and part-time classifications.

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### **Administration of Employee Records**

The Human Resource Department is responsible for establishing and maintaining employee records for each employee of the City. An employee record shall consist of a personnel file and a confidential personnel file. Individual departments shall not maintain separate employee records, except when necessary for training and performance evaluation purposes.

Access to information contained in the confidential personnel file will be limited to the individual employee and those City employees who (with the approval of the Human Resources Manager or the Director of Administration) must access such confidential records to perform their duties. Third party access is strictly limited to persons authorized by the employee as defined in §19.32(1m), Wis. Stats., or as required by Wis. Stat. §19.35.

Every employee is responsible for the verification of information contained in his/her employee record through a periodic audit. An administration representative must be present when a file is audited. Employees may review their file quarterly. To review your file, schedule an audit appointment with the Human Resource Department. The purpose of the audit should be to ensure the accuracy and completeness of the file.

Employee personnel files shall include the employee's job application, job description and specification information, job performance ratings and evaluations, education and previous training information, personal data card, personnel action forms, letters of reprimand, commendations, and other relevant documents.

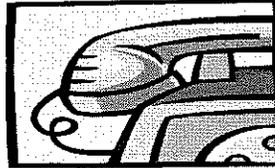
The employee confidential personnel file shall be limited to medical information, leave of absences, disciplinary actions, financial forms not concerning compensation, reference and background checks, settlement agreements and decisions as well as workers compensation forms.

All employee information is kept confidential, except when requested to verify information relating to job title, department, base salary, and dates of employment. Information contained in the employee records shall not be released to the public without the express written permission of the employee, unless required by law. However, certain situations may arise where the City as current or past employer has a duty to prospective employers concerning such employee's

character or medical history, in which case, pertinent information may be released to the prospective employer without the permission of the employee.

To ensure that your employee records are up-to-date at all times, notify your supervisor or the Human Resources Department of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, the individuals to notify in case of an emergency, and so forth.

**Electronic and Telephonic Information Access & Privacy Policy**



All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of the City of Franklin. Electronic files are public documents and therefore may be subject to inspection.

Employees are not permitted to use a code, access a file or retrieve any stored communication unless authorized to do so or unless they have received prior clearance. All pass codes are the property of the City of Franklin. No employee may use a pass code that has not been issued to the employee or is unknown to the City of Franklin. Employees who violate this policy are subject to disciplinary action.

To ensure that the use of electronic and telephonic communication systems and business equipment is consistent with the City of Franklin's legitimate business interests, authorized representatives of the City may monitor the use of such equipment from time to time.

Employees shall not expect such communications to be private.

**Internet Policy**



As a part of the City of Franklin's commitment to the utilization of new technologies, many/all of our employees have access to the Internet and/or E-mail. In order to ensure compliance with the copyright law, protect our resources from inappropriate use, and protect ourselves from being victimized by the threat of viruses or hacking into our server, the following is effective immediately:

**Acceptable Use of the Internet and E-Mail**

It is the City of Franklin's policy to limit Internet access and E-mail to official City business. Any personal use of the Internet/E-mail is expected to be on the employee -user's own time and is not to interference with the employee's job responsibilities.

Employees accessing the Internet or utilizing E-mail are representing the City of Franklin. All communications should be for professional reasons. Employees are responsible for seeing that the Internet is used in an effective, ethical, and lawful manner. Internet Relay Chat channels may be used to conduct official City business, or to gain technical or analytical advice. Databases may be accessed for information as needed. E-mail may be used for business contacts.

Employees must understand that they have no expectations of privacy in connection with Internet and E-mail access.

- ◆ E-mail users shall operate on the assumption that E-mail may be the subject of a public records request pursuant to the Wisconsin Public Records Act.
- ◆ E-mail authors should recognize that their E-mail messages may be subject to access and disclosure under discovery and subpoena laws in litigation.
- ◆ E-mail authors should recognize that once sent, E-mail may not be retrieved and that the deletion may still allow for the recapture of E-mail information from backup tapes or hard drive information retention.
- ◆ E-mail of a non-transitory nature should be retained by its author as legal custodian or designated legal custodian as a public record (7 years pursuant to 72-7(c)(6) of the Municipal Code).
- ◆ E-mail messages should be written in the same context as if they were written on City of Franklin letterhead or delivered in a public forum.

The City of Franklin retains the right to keep, retrieve, and monitor all access to the Internet and E-mail. Confidential information should not be transmitted by E-mail or over the Internet.

#### Prohibited Acts

Employees using the City of Franklin's Internet and E-mail accounts are acting as representatives of the City of Franklin. As such, employees should act accordingly so as not to damage the reputation of the City.

The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-City business, or any use of the Internet for personal gain is strictly prohibited. Use of the Internet must not disrupt the operation of the City network or the networks of other users. It must not interfere with your productivity.

E-mail authors should recognize that as a form of "instantaneous" written communication, E-mail messages have a tendency to invite "chat," as such E-mail communications should be treated as are telephone calls, being potentially subject to the Wisconsin Open Meetings Law. Likewise, a series of E-mail messages, with tacit or explicit intent to reach sufficient number of

members of a committee or group (walking quorum) is prohibited (to-wit: 3 members of the Common Council; 2 members of a 3-person committee; etc.)

The following actions involving E-Mail and/or the Internet may be grounds for disciplinary action, up to and including termination:

- ◆ The introduction of viruses, or malicious tampering with any computer system.
- ◆ Sending messages of a threatening, harassing, obscene or profane nature, or that would reasonably be considered offensive and disruptive or to infringe on the personal privacy of others.
- ◆ Sending comments that offensively address a person's age, sexual orientation, religious beliefs, political beliefs, national origin, or disability or other protected class.
- ◆ Sending any comment, which in any way defames, slanders or libels another person.
- ◆ Gambling or engaging in any other activity in violation of local state or federal law or use for any other purpose which is illegal.
- ◆ Sending unsolicited "junk mail," "for profit" messages, or chain letters.
- ◆ The use of the "All Employees" E-mail group is to be used by Department Heads only.
- ◆ Viewing of offensive, disruptive, or harmful data is prohibited. This includes, but is not limited to, the following:
  - pornographic or erotic images.
  - comments that offensively address a person's age, sexual orientation, religious beliefs, political beliefs, national origin, disability or other protected class.
  - sexual implications, racial slurs, or derogatory gender-specific comments.
- ◆ Unauthorized access to another's information, materials, E-mail, systems or equipment is prohibited.
- ◆ Excessive use of internet or E-mail for personal use.
- ◆ These systems should not be used for personal on-line stock tracking and/or trading.

If an employee finds that he/she is connected to a site that contains any of the above material, he/she must disconnect from that site immediately, regardless of whether that site has been previously deemed acceptable by any screening or rating program, and inform the Director of

Administration of the incident. Similarly, an employee must inform the Director of Administration and/or his or her supervisor, as appropriate, if he or she becomes aware that a fellow employee is accessing or has accessed material prohibited above. The City's goal in creating the above standards and reporting requirement is not to create an environment of fear and apprehensiveness for users accessing the Internet and internal networks, but to affirmatively set forth content standards for users to be mindful of when accessing these resources on their own.

## Management, Administration, Monitoring and Privacy

The City has the software and systems in place to monitor and record Internet and E-mail usage. No City employee should have any expectation of privacy in his/her Internet usage or the privacy of any electronic mail message, file, download, note or other data stored, received, or transmitted through the City's computer system. The City reserves the right to access and monitor computer activities, systems, information, and analyze usage and access patterns, in order to ensure appropriate use and employee productivity. Employees acknowledge that information may be recovered even though it may be password protected or has been deleted.

## Software

- ◆ Employees shall not place City of Franklin material (copyrighted software, internal correspondence, etc.) on any publicly accessible Internet computer without prior permission.
- ◆ Employees must refrain from installing any software; to include Internet downloads, without permission of the City. Software of a personal nature should not be installed on City computers. Files from the Internet must be scanned with virus detection software before installation or execution. This can be done by using the virus detection software on your computer.
- ◆ Unless specifically noted therein, all software on the Internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.
- ◆ Employees should use extreme caution when transferring data from or connecting to outside systems, including downloads from the Internet, to prevent infection by computer viruses. Any suspicion of computer virus infection should be reported immediately.

## User Ids and Passwords

Every user will be assigned a User ID and Password that functions as his/her method of access to the City's computing facilities. Employees should guard this information just as they would

guard any other identifying material like a home phone number, address, or bank account number. Users will be held accountable for activity that occurs on any City computing facility under their User ID and Password, regardless of whether the person assigned to the User ID and Password is the actual user. Therefore, great care should be taken not to share or otherwise disclose this information to another person. No employee may use a password or security code that has not been issued to that employee by the City of Franklin or that is not known to the City of Franklin. For reasons of privacy, employees should not attempt to use a security code, access a file, or retrieve any stored communication or information.

### ***Grievance Policy***

A grievance policy pertaining to disciplinary actions is available to all employees covered by the Civil Service System as set forth in Article 12 of the Personnel Administration Program.

Employees not covered by the Civil Service System may also resort to the grievance procedures prescribed in Article 12 of the Personnel Administration Program when they have a grievance pertaining to discipline or dismissal, except as otherwise noted below:

- a) such employees shall not use Step 1, as set forth in 12.3.1, and shall commence the process at Step 2, as set forth in 12.3.2., and
- b) Officers of the City, as prescribed by statute, shall not use the grievance process for matters related to termination, which matters shall be addressed in accordance with Wisconsin Statutes and Municipal Ordinances as appropriate.

No part of the above procedure shall be in conflict with or violate any City, State or Federal laws and regulations, or supersede any valid Collective Bargaining Agreement.

### ***Complaint Policy***

A complaint policy pertaining to non-disciplinary actions is available to all employees. A complaint, for the purpose of this policy, is a claim or dispute by an employee with respect to the interpretation, meaning, or application of the provisions of the City's policies and procedures, excluding those related to disciplinary actions.

The complaint policy and related procedure does not involve a "just cause" standard, does not require any level of due process, and does not involve a hearing before a court of law; thus, the rules of evidence need not be followed.

#### **STEPS OF THE COMPLAINT POLICY PROCESS:**

Prior to initiating the steps of the complaint policy process, all employees are encouraged to discuss the matter with their immediate supervisor to attempt to resolve the matter cooperatively and informally, prior to initiating the formal steps outlined below.

**STEP 1 COMPLAINT REVIEW:** If an employee has a complaint, as defined above, the employee may submit their complaint in writing to their immediate supervisor on a form as prescribed by Human Resources. The immediate supervisor shall discuss the issue with the employee and shall investigate the matter and gather such other related information as he/she determines is appropriate and should make a reasonable effort to effect a timely, mutually satisfactory settlement. The immediate supervisor should provide a written response to the complainant within (5) business days, which time period may be extended at the sole discretion of the supervisor. If the Department Head is the immediate supervisor, the employee may begin at Step 2.

**STEP 2 COMPLAINT REVIEW:** If the complaint has not been settled to the satisfaction of the employee at Step 1, the employee may execute the Step 2 Complaint Review request as set forth on the form prescribed for Step 1 and shall submit it to the Department Head. The Department Head or his/her designee shall discuss the issue with the employee, shall investigate the complaint and gather such other related information as he/she determines is appropriate, should make a reasonable effort to effect a timely, mutually satisfactory settlement, and shall inform the employee of his/her decision in writing.

**STEP 3 COMPLAINT REVIEW:** If the complaint has not been settled to the satisfaction of the employee at Step 2, the employee may request in writing to the Director of Administration to present the complaint to the Director of Administration. The Director of Administration shall discuss the issue with the employee and shall investigate the complaint and gather such other related information as he/she determines is appropriate. If the Director of Administration agrees with the Department Head, then the Director of Administration shall inform the employee of his/her decision in writing, which decision shall be final. If the Director of Administration does not agree with the Department Head relative to the appropriate disposition of the complaint, the Department Head and Director of Administration shall present the two perspectives on the matter to the Mayor, whose decision shall be final. The complainant shall be informed of the final decision in a manner as prescribed by the Mayor at the time of his review.

### ***Citizen Complaint Policy***

The Common Council has established a separate policy relative to the handling of complaints by private citizens. Where such complaints allege personal or professional misconduct by an employee or unreasonable job performance, the citizen complaint may be addressed by the immediate supervisor or Department Head as a potential disciplinary matter, which disciplinary matters are addressed in accordance with the appropriate disciplinary process as set forth within the applicable City policy depending upon the employee's Civil Service System status.

### ***Whistleblower Policy***

When the complainant is a City employee, the City shall provide the employee protection from retaliation from all those affected by the complaint. Specifically, the complainant may not be disciplined, harassed, ostracized, or negatively reassigned for making the complaint. Employees found to have retaliated against a complainant shall be subject to discipline separate from, and potentially in addition to, any discipline resulting from the initial complaint.

Employees shall not be protected from discipline for filing frivolous or fraudulent complaints, nor shall they be protected from sanctions stemming from defamation suits.

### ***Residency Requirement***

Dispatch employees covered by a residency requirement as of 12/31/11 shall retain such requirement and shall reside within an area which extends twelve (12) miles from the City limits in each direction plus all of Milwaukee County.

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### **III. COMPENSATION AND PERFORMANCE**

*Note: Where references are made throughout the Employee Handbook to department personnel as an employee group it does not include the clerical personnel of that department. Clerical personnel comprise a separate group that are currently covered by a Teamsters labor agreement. For example, references to Department of Public Works non-supervisory employees would cover those employees in (or having been in) the AFSCME unit.*

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#### **Performance Appraisals**

To ensure that you perform your job to the best of your abilities, it is important that you be recognized for good performance and that you receive appropriate suggestions for improvement when necessary. Consistent with this goal, your performance will be evaluated by your supervisor on an ongoing basis. You will also receive periodic written evaluations of your performance. Such evaluations will normally occur after you have been employed for six months, on your first anniversary date, and annually thereafter. In addition, if you are promoted or transferred to a new position, your performance will normally be evaluated in writing after you have been in your new job for six months.

All written performance reviews will be based on your overall performance in relation to your job responsibilities and will also take into account your conduct, demeanor, and record of attendance and tardiness.

In addition to the regular performance evaluations described above, special written performance evaluations may be conducted by your supervisor at any time to advise you of the existence of performance or disciplinary problems.

#### **Job Posting**

**Note: This policy applies to non-Civil Service positions. See the Civil Service System Personnel Administration Program for related policies for Civil Service positions.**

The City of Franklin believes in promoting employees from within and has established a job-posting program, and Civil Service System Personnel Administration Program Section 7.2, to give employees an opportunity to apply for positions for which they are interested and for which they are qualified. Vacancies are normally posted on designated bulletin boards at all City locations. Postings generally include the title, the salary range, the minimum hiring specifications, the essential functions of the job, and the closing date for filing applications. Postings are normally posted for a minimum of five workdays.

To be eligible to apply for a posted position, you must meet the minimum hiring specifications for the position, be capable of performing essential functions of the job, with or without a reasonable accommodation, and be an employee in good standing in terms of your overall work record.

*You are responsible for monitoring job vacancy notices and for completing and filing an application form with the Human Resource Department during the posting period for a specific opening.*

Non-Civil Service positions shall be filled in a manner prescribed by the Mayor for any position for which the Mayor serves as the Appointing Authority. The Mayor shall include an internal posting within the process and is encouraged to give due consideration to internal candidates, but the Mayor is not required to give preference to such internal candidates. Any current employee (extended-term part-time or full-time) interested in applying for and transferring to a new position must file a completed City application form with the Human Resource Department in accordance with instructions listed on the employment opportunities notice.

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### ***Transfers and Promotions***

**Note: This policy applies to Civil Service and non-Civil Service positions; however, where the policy below conflicts with the Personnel Administration Program, such Civil Service System components shall prevail for any Civil Service System employee.**

Transfers and internal promotions to non-Civil Service positions are made only when the City's service will benefit. Selection of an employee for a promotion (or lateral transfer) may be based on past work records including attendance, past performance including past disciplinary actions, education, knowledge of the job duties, time in service, and other such factors deemed appropriate but not including any factors discriminatory in nature. In cases where only one employee applies for a position and the person's abilities and qualifications are known to the hiring department, the formal selection process may be dispensed with upon the concurrence of the Mayor or his/her designee. Notwithstanding the remainder of this paragraph, non-Civil Service positions shall be filled in a manner prescribed by the Mayor for any position for which the Mayor serves as the Appointing Authority.

Employees are generally expected to serve in their current position for at least one year before being considered for promotions or transfers.

The personnel file of the transfer applicant will be made available to the Department Head responsible for filling the open position.

If the current employee is selected, his or her Department Head will be advised prior to any offer being made to the employee.

If the employee accepts the position, it shall be the responsibility of the two Department Heads, with input from the employee, to reach an agreement on a transfer date. In the event that a satisfactory agreement cannot be reached on this matter, it shall be forwarded to the Director of Administration for a decision. Every effort should be made to accomplish the transfer within two weeks of the offer's acceptance. The salary offered to an employee entering a non-Civil Service position must be consistent with the salary structure as adopted by the Common Council. In the event of a promotion, the rate of compensation shall be adjusted to be at the lowest rate in the higher schedule that will provide an increase of at least five percent over the rate received

immediately prior to such promotion. When an ~~extended-term~~ employee is transferred from one position to another position having the same compensation schedule, the rate of compensation will remain unchanged. Employees who exceed the minimum requirements for the position may be offered a salary consistent with the employee's level of skills, experience, and knowledge. Non-Civil Service, transfer employees will serve an introductory period in his/her new position. If the employee does not successfully complete the introductory period, the employee may be reinstated in their original position or one of the same classification, if it is in the best interest of the City as determined by the Mayor. If the position to which an employee transfers carries benefits different from those of the previous position, the benefits of the new position apply. Transfers do not change a person's date of hire, but will affect an anniversary date as may be used within a salary structure.

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### **Demotions**

An employee reassigned to a position in a lower classification, regardless of the reason, shall receive a salary reduction commensurate with the nature of the demotion in accordance with applicable State statutes and local ordinances. An employee being demoted shall be notified two weeks prior to demotion except in emergency situations.

No employee shall be demoted to a position for which he or she does not possess the minimum qualifications.

Any demotion to prevent layoffs may be reviewed when the employee's previous position is reopened.

*Persons demoted to new positions will be subject to the standard introductory period for the new position, unless specifically waived by the Director of Administration. Demotions do not change the person's date of hire. However, the anniversary date for future salary increases changes. Employees in position classifications which are downgraded (or upgraded) in salary to reflect changes in market conditions will retain their existing anniversary date for future step increases.*

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### **Employee Discipline**

A "Discipline" policy pertaining to all employees covered by the Civil Service System is set forth in Article 9 of the Personnel Administration Program.

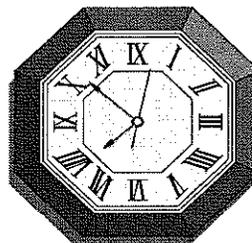
Employees not covered by the Civil Service System are also subject to the Discipline policy, procedures, and standards prescribed in Article 9 of the Personnel Administration Program, except as otherwise noted below:

Officers of the City, as prescribed by statute, shall not use the grievance process for matters related to termination, which matters shall be addressed in accordance with Wisconsin Statutes and Municipal Ordinances as appropriate.

No part of the above procedure shall be in conflict with or violate any City, State or Federal laws and regulations, or supersede any valid Collective Bargaining Agreement.

Employees and the City are best served when discipline is administered to correct rather than punish. Accordingly, disciplinary action shall not be intended to be punitive. Rather, it shall be intended to maintain the efficiency and integrity of City service.

### **Work Week and Hours of Work**



A "Work Week and Hours of Work" policy pertaining to all employees covered by the Civil Service System is set forth in Section 10.1 of the Personnel Administration Program.

Non-FLSA-exempt employees not covered by the Civil Service System are also subject to the Work Week and Hours of Work policy and procedures prescribed in Section 10.1 of the Personnel Administration Program, although management and supervisory personnel of the Police and Fire Departments often work shifts and hours consistent with the schedules of those departments. For example, Battalion Chiefs work a 56-hour week while all other Fire Department commanders (Chief and Assistant Chief) work a 40-hour week.

Division Command and other assignments for Police Captains shall be set by the Chief of Police and are subject to change. While being assigned primary work hours by the Chief of Police, Police Captains shall be expected and allowed to utilize flextime in scheduling of workdays and off days, as needed, to efficiently carry out their assigned duties and responsibilities. Hours of work will be accurately kept and subject to review and approval by the Chief of Police, or his designee. The Inspector of Police shall utilize flextime in the scheduling of his workdays, off days and hours of work to efficiently carry out his assigned duties.

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FLSA-exempt, employees not covered by the Civil Service System are expected to put in the work and hours necessary to accomplish goals as provided and are subject to work week and hours of work as prescribed or required by FLSA, their Department Head, the Mayor, and any other written or contractual terms of their employment.

Notwithstanding the above, the work week and hours of work for non-Civil Service employees shall primarily be established by the Mayor, with consideration to the hours of operation as prescribed in Section 10.1 of the Personnel Administration Program. However, such administrative and supervisory staff is expected to work hours of employment beyond those of normal employees when necessary. The City reserves the right to alter work schedules and assignments of supervisors and managers to meet the needs of the Departments and the City.

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### **Salary, Wages, and Special Compensation**

Salary and wage rates shall be set by resolution of the Common Council or in accordance with the provisions of a collective bargaining agreement.

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The following special pay provisions also apply:

1. Fire Department Command Staff Call-Back Pay: Battalion Chiefs who work a 56-hour week who are called in to work outside their scheduled duty hours shall be guaranteed a minimum of two (2) hours work and pay at time and one-half (1-1/2) their normal hourly rate. Fire Department commanders working a 40-hour week are not eligible to receive call-back pay unless approved by the Fire Chief.

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2. Fire Department Command Staff Special Duty Pay: Fire Department commanders who are active on the Haz-Mat Team and/or Confined Space Team shall receive a premium payment of \$40.00 per month for each team assigned as a member.

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3. Fire Department Paramedic First Responder Pay: Fire Department commanders who maintain their status as a full-practice paramedic and fill the role of a paramedic first responder will be compensated at a monthly rate of \$80.00.

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Special pay provisions do not create a property right or property interest in such special pay and continuation of such pay is completely discretionary by the City.

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**Longevity**

Supervisors and managers of the City of Franklin shall be eligible to receive longevity pay, commencing the regular pay period following eligibility, as set forth herein. Longevity shall mean continuous and uninterrupted service, as further defined herein in relation to continuity of service, as an employee of the City of Franklin.

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An employee who is continuously employed by the City shall receive the following increments of pay: 5 years, \$5.00 per month; 10 years, \$10.00 per month; 15 years, \$15.00 per month; 20 years, \$20.00 per month; and 25 years, \$25 per month.

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Fire Department Command Staff are not eligible for longevity pay.

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Police Captains shall receive the following increments of pay: 5 years, \$16.00 per month; 10 years, \$32.00 per month; 15 years, \$48.00 per month; 20 years, \$64.00 per month; and 25 years, \$80 per month.

The Police Inspector of record as of 1/1/2004 shall receive the following increments of pay: 5 years, 1% of base salary; 10 years, 2% of base salary; 15 years, 3% of base salary; 20 years, 4% of base salary; and 5% of base salary.

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## Overtime

All employees shall use time sheets so the total amount of time worked, including overtime, is clearly recorded.

The "Overtime" policies pertaining to all employees covered by the Civil Service System are set forth in Section 3.4 of the Personnel Administration Program.

Except as otherwise stipulated and set forth below, overtime authorization for non-Civil Service, FLSA-exempt employees shall be stipulated in the wage and benefit ordinance or resolution as approved by the Common Council for such positions. Overtime allowances or authority provided herein or therein does not create a property right or property interest in such overtime availability or pay and such pay and continuation of such pay is completely discretionary by the City.

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At the discretion of the Department Head overtime hours may be accumulated and used as compensatory time off or paid at the overtime rate.

Fire Department Provisions: Battalion Chiefs working a 56-hour work week are eligible to receive overtime payment or compensatory time according to the Fair Labor Standards Act, Fire Department work rules, and the City's Employee Handbook. Battalion Chiefs working a 56-hour work week who are promoted into a 40-hour per week command position will retain their compensatory time balance. All compensatory time accumulated at the time of promotion must be used within two years from the date of promotion. In the event all compensatory time is not used within two years of promotion, compensatory time will be paid in cash. Fire Department commanders working a 40-hour week are entitled to receive overtime pay only in special circumstances approved by the Fire Chief.

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Department of Public Works Supervisors: The Public Works Superintendent, Sewer and Water Superintendent, and Assistant Public Works Superintendent are authorized to receive overtime pay at the rate of one-and-one-half times the normal hourly rate for hours worked outside of normal working hours in the performance of duties related to emergency weather response, special afterhours projects involving staff supervision, or water or sewer system emergencies and not for tasks and meetings in the regular course of business. The City Engineer shall approve all such overtime payments.

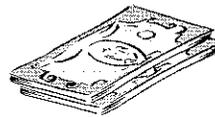
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See also, "Exceptions for Sergeants"

## Payroll Deductions

Deductions from each employee paycheck required by law include:

1. Federal Income Tax withholding.
2. Social Security.
3. Retirement contributions (applicable employees only).
4. State Income Tax withholding.
5. Deductions authorized by law, such as garnishments.
6. Medicare



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Additional deductions that are optional and may be requested by the employee include:

1. United Way contributions.
2. Payment to a City-approved credit union.
3. Deferred compensation Section 457 Plan. Employees may participate in this Section 457 Plan, which is intended as a retirement savings and investment plan. Employees make pre-tax contributions in investments of their choice administered by companies chosen by the City.
4. Union dues and initiation fees (if provided in labor agreement)
5. Payment of health insurance premiums (if applicable).
6. Payment of dental insurance premiums (if applicable).
7. Short and/or Long term disability or other insurance premiums (if applicable). Employees may purchase short-term disability, personal accident, personal hospital intensive care, and personal cancer protector plan, through a company of the City's choice. Employees pay 100% of the premium. Payroll deduction may be used for these premiums
8. Section 125/flexible spending deductions.

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City employees shall receive a statement of deductions and earnings with each paycheck that itemizes the various deductions made, and appropriate cumulative totals. A record of sick leave and vacation time shall also appear on the paycheck stub following the successful completion of related introductory periods.

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It is the employee's responsibility to maintain current payroll deduction information with the Finance Department. Employees wishing to add or change their payroll deductions should contact the Finance Department.

### Severance Pay

Upon retirement an Extended-Term Full-Time or Extended-Term Part-Time With Benefits employee may cash in any accumulated, unused sick days as severance pay, subject to the following:

1. All employees eligible for retirement will receive a minimum of thirty (30) days of severance pay. (Example: Employee with 17 years of service only has 20 days of unused sick leave. Employee is entitled to the minimum of 30 days severance pay).
2. An employee is entitled to cash in two (2) sick days for every year of service, (Example: Employee with 17 years of service and 40 unused sick days may cash in 2 days for every year of service, in this case, 34 days), except Police and Fire Department Officers and Command Staff for whom a maximum of sixty (60) days applies.
3. Severance pay shall be based upon the rate of pay the employee is earning at the time of retirement.

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See also "Application of Benefits for Extended-Term, Part-Time Employees With Benefits"

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Clothing Allowance

Employees in the following groups as identified shall be entitled to reimbursement for certain items of clothing under the parameters identified below.

1. Department of Public Works, Sewer and Water, Custodial, and Inspection employees:

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Each employee shall be entitled to a clothing allowance of up to \$250.00 for coveralls, work shirts, work pants, gloves, overboots, safety glasses, and safety shoes. Public Works employees shall be reimbursed on the presentation of a receipt for safety shoes and uniforms which meet the City's standards. A payment will be made to an individual employee up to twice per year within approximately 3 weeks following a reimbursement request by the employee. Balances remaining after the second submission shall be forfeited. If the City requires employees to have identification patches (employee's name or City's name) on uniforms, the City shall provide the patches. Employees shall be permitted to purchase prescription safety glasses out of the money allotted for their clothing allowances subject to the approval of their supervisor.

2. Police Department clerical employees, Municipal Court employees, and Dispatchers who are required to wear a uniform shall be entitled to an annual clothing allowance of up to \$300 per calendar year provided in the form of a direct purchase of said uniforms by the City.

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3. Each Fire Department commander shall receive a uniform allowance in the amount of \$425.00 per year.

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4. The Police Chief, Police Captains, and Police Inspector shall receive \$400.00 clothing allowance each year, which shall be paid in two (2) equal installments on May 1<sup>st</sup> and November 1<sup>st</sup> of each year.

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## IV. TIME OFF

### Vacation

Employees under the Civil Service System receive and may use vacation leave in accordance with Sections 3.9 and 10.4 of the Civil Service System Personnel Administration Program, which does cross reference this section of the Employee Handbook. Please consider both sections when considering this benefit.

Extended-term employees shall accrue vacation leave as specified by a collective bargaining agreement, an individual employment contract, or below. Eligibility to use vacation benefits is set forth in Section 10.4 of the Personnel Administration Program, except for supervisory and management employees who are eligible to use vacation benefits after 6 months; however, an employee who terminates his/her employment prior to the completion of the initial introductory period has not accrued vacation time and is, therefore, not entitled to payment for unused vacation time. Vacation accumulation may not exceed the maximum carryover authorized below and any such accrual that would exceed the maximum will not be recorded and will be lost.

The right to choose a vacation shall be based upon a vacation scheduling policy as prepared by each department in accordance with the Civil Service System Personnel Administration Program. Vacations shall be scheduled at times that the Department Head, after considering the wishes of the employee and the requirements of the department, finds most conducive to maintaining effective operation of the department. The Department Head may include supervisors in the department's vacation scheduling policy as required by Section 10.4.2 of the Personnel Administration Program and as set forth in the appendix of this Employee Handbook. The Department Head must approve all requests for vacation prior to the beginning of the requested vacation.

If an employee transfers from one department within the City to another, the accrued vacation leave credits shall also be transferred.

The established period for determining vacation credits and accrual rates will be the employee's years of continuous service as of their last anniversary date.

Employees designated as not receiving benefits shall not earn vacation, nor be entitled to vacation pay upon separation.

Vacation leave shall not accrue while an employee is on a leave of absence without pay for a period of more than thirty days. Paid holidays occurring during vacation are not charged to vacation time.

In the event of an employee's death, all accumulated vacation benefits shall be paid to the dependent spouse and/or child or the employee's estate.

### Vacation Accrual Rates

Note: Vacation Accrual Rates may be adjusted as required by policy administration

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**Deleted:** Accrued and unused vacation leave may be used to supplement sick leave if the employee has exhausted all sick leave accruals in excess of thirty days (except family leave). †

Supervisors, Managers, and Eligible Employees not otherwise listed below:

<u>Continuous Length of Service</u>	<u>Vacation Accumulation</u>	<u>Maximum Carry Over</u>
<u>1<sup>st</sup> month thru 60<sup>th</sup> month</u>	<u>80 hours / year or 3.08 hours/ pay period</u>	<u>120 hours</u>
<u>61<sup>st</sup> month thru 144<sup>th</sup> month</u>	<u>120 hours / year or 4.62 hours /pay period</u>	<u>180 hours</u>
<u>145<sup>th</sup> month and over</u>	<u>160 hours / year or 6.16 hours / pay period</u>	<u>240 hours</u>

Note: Employees who have 18 years of continuous service may convert up to 40 hours of accumulated sick leave per year to additional vacation leave by electing to do so in writing prior to January 31<sup>st</sup> of the following year, except Inspection, Engineering Technicians, Police Department Clerical (excluding Police Administrative Assistant), Municipal Court employees, and Dispatchers must have accumulated 130 days of sick leave at the end of the calendar year to qualify and except supervisory and management personnel do not need to submit the request prior to January 31<sup>st</sup>. After 22 years of continuous service Police Department command staff, including Sergeants, do not have to convert sick leave and shall be entitled to an accrual rate incorporating the additional 40 hours (7.7 hours / pay period).

Note: In the event that a Police Captain of record and the Police Inspector of record as of 1/1/2004 has suffered a major illness or a series of illnesses wherein the employee has used twenty (20) successive days of sick leave and would have been eligible for the vacation set forth above, had not such illness occurred, then those days taken for major sick leaves shall be counted to arrive at the one hundred thirty (130) day sick leave accumulation required.

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Department of Public Works employees, Sewer and Water Department employees, and custodial employees:

<u>Continuous Length of Service</u>	<u>Vacation Accumulation</u>	<u>Maximum Carry Over</u>
<u>1<sup>st</sup> month thru 72<sup>nd</sup> month</u>	<u>80 hours / year or 3.08 hours/ pay period</u>	<u>120 hours</u>
<u>73<sup>rd</sup> month thru 144<sup>th</sup> month</u>	<u>120 hours / year or 4.62 hours /pay period</u>	<u>180 hours</u>
<u>145<sup>th</sup> month and over</u>	<u>160 hours / year or 6.16 hours / pay period</u>	<u>240 hours</u>

Notes: Employees who have accumulated 130 days of sick leave at the end of a calendar year and have 18 years of continuous service may convert up to 40 hours of accumulated sick leave per year to additional vacation leave by electing to do so in writing prior to January 31<sup>st</sup> of the following year.

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Battalion Chiefs: Battalion Chiefs working a 56-hour week will accumulate vacation according to the following schedule:

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After 6 months 6 work days per year (2 weeks)  
 After 5 years of service 9 work days (3 weeks)  
 After 12 years of service 12 work days (4 weeks)  
 After 17 years of service 15 work days (5 weeks), provided that three (3) days will be deducted from the sick leave account of the employee.  
 (Note: Fire Department commanders appointed after January 1, 2005 will receive the fifth week of paid vacation after eighteen (18) years of service provided that 3 days are deducted from the employee's sick leave account.)

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Fire Department commanders working a 56-hour week may not accumulate their vacation entitlement and may not carry over vacation to successive years.

Dispatchers: Dispatchers receive an annual allotment in accordance with Section 10.4.1.1 of the Civil Service System Personnel Administration Program.

New employees, at the recommendation of the Director of Administration and with approval by the Mayor, may be awarded service credit toward the vacation allowance based on the employee's experience and other such factors as determined by the Mayor, but any such service credit awarded may not exceed 5 years.

See also "Application of Benefits for Extended-Term, Part-Time Employees With Benefits" and the related Section 3.18 of the Personnel Administration Program.

**Donation of Vacation Time**

It is the policy of the City of Franklin (Resolution No. 2001-5191) to allow non-represented employees to donate vacation time to another employee in the event of illness or injury if the ill or injured does not have sick or vacation time left in his/her account. An employee may donate a maximum of 25% of such donor employee's current accumulated vacation time during the subsequent two (2) year period. There shall be an aggregate limit to such transfer of vacation time by all other employees to any one employee of twenty-five (25) days in a two (2) year period. Donation of vacation time shall require department head approval and written notification to Human Resources

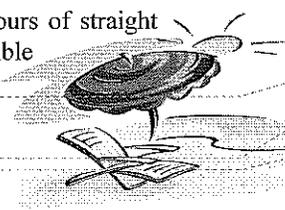
Deleted: This policy requires approval of the Common Council prior to December 31<sup>st</sup> of each year for continuation.

**Holidays & Holiday Leave**

Employees under the Civil Service System receive holidays and may use holiday leave in accordance with Sections 3.7 and 10.2 of the Civil Service System Personnel Administration Program, which cross references back to this section of the Employee Handbook.

The City of Franklin shall celebrate the following holidays. Eight (8) hours of straight time pay based on the employee's current hourly rate will be paid to eligible extended-term full-time employees for the following holidays:

New Year's Day - January 1



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Memorial Day	- Last Monday of May	Deleted: .
Independence Day	- July 4	Deleted: .
Labor Day	- 1st Monday of September	Deleted: .
Thanksgiving Day	- 4th Thursday of November	Deleted: .
Day After Thanksgiving		
Christmas Eve Day	- December 24	Deleted:
Christmas Day	- December 25	Deleted:
New Year's Eve Day	- December 31	Deleted: .
Washington's Birthday	- Third Monday of February	Deleted: ¶
	(Fire and Police Unions and Police Command Staff)	Deleted: .
Good Friday	- (Police Union, Police Command Staff, Public Works, Sewer and Water, Dispatch, and Custodial)	Deleted: only)

In the event a holiday falls upon a Sunday, the following Monday shall be deemed to be the holiday, and in the event a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday, except when successive holidays fall on a Friday and Saturday the preceding Thursday and the Friday shall be deemed to be the holiday or when successive holidays fall on a Sunday and Monday the Monday and following Tuesday shall be deemed to be the holidays.

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If any holiday falls on an employee's regularly scheduled day off, the employee shall be granted another day off during the month in which the holiday was celebrated, when possible. If this is not possible, the employee shall receive holiday pay rather than equivalent time off. When a holiday falls within a period of paid leave, the holiday shall not be counted as a leave day in computing the amount of leave debited, except it is counted toward FMLA leave usage if it occurs during a full week of FMLA leave.

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An employee who is absent without leave on the day immediately preceding or following a holiday shall lose the holiday in addition to pay for that day.

Non-exempt employees required to work on any designated holiday shall receive the regular rate of pay in addition to the holiday pay.

Fire Department commanders working a 56-hour week (Battalion Chiefs) are allowed to carry over no more than two (2) holidays into the next succeeding calendar year.

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See also "Application of Benefits for Extended-Term, Part-Time Employees With Benefits" and the related Section 3.18 of the Personnel Administration Program.

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**Personal Holidays (Personal Days)**

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Employees under the Civil Service System receive and may use Personal Holidays in accordance with Sections 3.8 and 10.3 of the Civil Service System Personnel Administration Program.

Supervisors and Managers: Except as otherwise specified herein, full-time employees will receive five (5) Personal Holidays per calendar year, except employees with less than 5-years of continuous service will receive four (4) Personal Holidays, which will be issued at the start of each calendar year. Personal Holidays must be taken within the calendar year at a time mutually agreed upon between the employee and the Department Head or Mayor, except up to two days may be carried over with the written approval of the Department Head and Director of Administration in the event of special circumstances, solely as determined by the City, but such days shall be used within the first quarter of the calendar year. Employees' requests for personal days shall be made twenty-four (24) hours in advance to the employee's supervisor, except in cases of emergency. The Department Head or Mayor shall not unreasonably withhold consent to take a Personal Holiday but may do so if required to serve the needs of the department. A new employee shall have their Personal Holiday allowance for the then current year prorated based upon the portion of the year remaining, as calculated by Human Resources. See also "Application of Benefits for Extended-Term, Part-Time Employees With Benefits" and the related Section 3.18 of the Personnel Administration Program.

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**Leave of Absence Policy**

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In addition to leaves of absence provided by law (e.g., Family and Medical Leave Act, Military Leave, etc.), employees may request an unpaid leave of absence for personal reasons, subject to the restrictions set forth in this policy. This policy pertains to those requests for a leave of absence not otherwise provided under law, rule or regulation.

All requests for a leave of absence without pay shall be made in writing, and specifically state the reasons for the request, the date the leave is requested to begin, and the expected date of return. The Department Head may grant any extended-term employee, or any extended-term part-time employee, a leave of absence without compensation for a period of thirty (30) calendar days or less. Leaves of absence for more than thirty (30) calendar days may be granted to such employees with the recommendation of the Department Head and the approval of the Director of Administration who will notify the Civil Service Sub-Committee of the reasons for approval.

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The Director of Administration may grant an extended-term full-time employee a leave of absence without pay for up to ninety (90) days for medical and non-medical purposes. No employee, under any circumstances, may use a leave of absence to work for another employer or pursue self-employment. Leaves are only designed to accommodate employees who have critical personal situations.

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No sick leave, holiday, vacation, or other benefits shall accrue while the employee is on a leave of absence exceeding thirty days. The employee's anniversary date shall be adjusted to reflect the length of the absence for the purposes of computing longevity.

Any employee on an approved leave of absence may continue his/her medical, dental, and life insurance coverage by paying the full cost to the City in advance for each month, or portion of it, which they are absent, subject to limitations set by the insurance carrier for leaves in excess of thirty (30) days.

Upon expiration of the leave of absence, efforts will be made to reinstate the employee to the same or equivalent position held at the time the leave was granted, if possible.

Due to extenuating circumstances, the Director of Administration may grant an extension of a leave upon the written request of the employee. Such extensions may not exceed three (3) months, and will be based on departmental and employee considerations.

Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance shall be considered to have abandoned his/her position.

Nothing in this policy shall be construed to conflict with rights conferred by the Wisconsin or Federal FMLA or any valid Collective Bargaining Agreement.

## Family and Medical Leave Policy

The Wisconsin and Federal Family and Medical Leave Acts provide eligible employees with up to twelve (12) weeks of unpaid leave during each twelve (12) month period for the birth, adoption, or foster care placement of a son or daughter, or the serious health condition of the employee, the employee's son, daughter, spouse, or parent.

### Eligibility

All employees who have been employed by the City of Franklin for at least twelve (12) months, and have worked for at least 1,000 hours of employment in the twelve (12) month period prior to the time the leave begins, shall be eligible to receive Family and Medical Leave benefits.

### Amount of Leave Available

An eligible employee is entitled to up to 12 workweeks of unpaid leave during a calendar year for any FMLA qualifying reason(s).

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**Deleted:** The 12 month period is the 12 month period measured forward from the date an employee's first FMLA leave begins. Subsequent 12 month periods begin the first time FMLA leave is taken after the completion of any previous 12 month period.

### Serious Health Condition

The City may require that an employee's request for leave based on the serious health condition of the employee, the employee's son, daughter, spouse, parent or parent of spouse be accompanied by medical certification from an established health care provider.

A "serious health condition" is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

An employee in need of a Family and Medical Leave must give their supervisor notice that the leave is requested, and what the anticipated time and duration of the leave will be. Employees must provide at least thirty (30) days advance written notice for foreseeable leave requests. The employee must also specify that he/she wishes to count the leave towards the Family Medical Leave Act.

### Use of Personal and Sick Time

The employee may use paid accrued personal (i.e. vacation, compensatory time, personal days) and sick time up to two weeks for a serious health condition and six weeks for the birth, adoption or placement of a child.

## Leave for Newborns or Newly Placed Children

Leave for a newborn or newly placed child may not be taken intermittently or on a reduced work schedule unless the City of Franklin agrees with respect to an individual leave request, except to the extent state law allows partial absences during the state law entitlement.

## Dual Employment

When both spouses are employed by The City of Franklin, they are together entitled to a combined total of 12 workweeks of FMLA leave within the designated 12 month period for the birth, adoption or foster care placement of a child with the employees, for aftercare of the newborn or newly placed child, and to care for a parent (but not in-law) with a serious health condition. Each spouse may be entitled to additional FMLA leave for other FMLA qualifying reasons.

## Requests for FMLA Leave

An employee should request FMLA leave by completing the Employer's Request for Leave form and submitting it to the Human Resources Manager.

When leave is foreseeable for childbirth, placement of a child or planned medical treatment for the employee's or family member's serious health condition, the employee must provide The City of Franklin with at least 30 days advance notice, or such shorter notice as is practicable (i.e., within 1 or 2 business days of learning of the need for the leave). When the timing of the leave is not foreseeable, the employee must provide the City with notice of the need for leave as soon as practicable (i.e., within 1 or 2 business days of learning of the need for the leave).

## Required Documentation

When leave is taken to care for a family member, the City of Franklin may require the employee to provide documentation or statement of family relationship (e.g., birth certificate or court document).

An employee may be required to submit medical certification from a health care provider to support a request for FMLA leave for the employee's or a family member's serious health condition. Medical certification forms are available from the Human Resources Manager.

If the City of Franklin has reason to doubt the employee's initial certification, the City may: (i) with the employee's permission, have a designated health care provider or the Human Resources Manager contact the employee's health care provider in an effort to clarify or authenticate the initial certification; and/or (ii) require the employee to obtain a second opinion by an independent City-designated provider at the City's expense. If the initial and second certifications differ, the City of Franklin may, at its expense, require the employee to obtain a third, final and binding

certification from a jointly selected health care provider.

During FMLA leave, the City may request that the employee provide recertification of a serious health condition at intervals in accordance with the FMLA. In addition, during FMLA leave, the employee must provide the City with periodic reports regarding the employee's status and intent to return to work. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the City with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return to work date. If the employee gives the City notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.

#### Other Provisions

Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee may be required to submit a fitness for duty certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work.

FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

Upon return from a Family or Medical Leave, employees shall be restored to their original or equivalent position with equivalent salary, benefits, and employment terms. The use of a Family or Medical Leave cannot result in the loss of any benefits accrued prior to the employee's leave. No sick leave, holiday, vacation, or other benefits shall accrue during the leave.

#### ***Military Leave Policy***

Employees under the Civil Service System should also refer to Sections 3.10 and 10.5 of the Civil Service System Personnel Administration Program.

This policy applies to all City employees who are affiliated with the United States Armed Forces, National Guard, and/or Coast Guard.

The City shall release employees for service with the Armed Forces when the employee participates in Annual Training (Summer Camp), Active Duty Training, Inactive Duty Training Assemblies (Weekend drills), Extended leave of absence for voluntary active duty service (Enlistment), and Involuntary Call-up.

As limited by Federal Public Law 94-286, military leaves of absence shall result in no loss of seniority status or benefits that would have normally accrued if the employee had not been absent for such purposes.

The City shall grant Military Leave with pay to employees for absences not exceeding fifteen (15) calendar days per year. In addition, the City shall not require the employee to use normal annual leave (accrued vacation) for such purposes. The employee may, however, request use of vacation time, compensatory time, or leave without pay to supplement absences exceeding those covered by the fifteen-day Military Leave allowance.

All employees who are called or volunteer for service with the armed forces of the United States or the National Guard are eligible for reinstatement to their former position upon completion of service, provided that the period of service is five years or less.

The City shall attempt to adjust work schedules and assignments to accommodate employees fulfilling military obligations.

Employees promoted or hired to fill a vacancy created by a person on military leave are appointed to the position subject to the return of the absent employee. Upon such a return, promoted employees are restored to their original or equivalent position. In the same situation, a replacement employee is subject to a layoff if no other position is available.

Employees are responsible for giving their Department Head copies of all military orders that shall result in a leave of absence for active military duty. Orders must specify the dates of absence, issuing authority, letter order number, and signature of the issuing authority. Employees are required to notify their supervisors at the earliest possible date upon learning of scheduled military duty. Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance shall be subject to disciplinary action.

### ***Jury/Court Leave Policy***

Employees under the Civil Service System should also refer to Sections 3.13 and 10.8 of the Civil Service System Personnel Administration Program.

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Any extended-term full-time or part-time employee who is required to serve on a jury, or is required to appear before any judicial body as a witness other than in actions in which he/she is a party, shall be allowed authorized leave with pay less any amount received for such service. An introductory employee called will have his/her introductory period extended by the same amount of time he/she was required to serve on jury duty. An employee who receives notice of or witness service must notify his/her supervisor immediately, so that arrangements may be made to cover the position. The City reserves the right to request that an employee who is called to serve on a jury be excused if their absence would create a hardship on the operational effectiveness of the department to which he/she is assigned.

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Employees are responsible for turning over all jury or witness fees, excluding mileage fees, to the City Treasurer. Payments for travel expenses are to be retained by the employee. Employees may also keep any payment for services performed on the days of their regularly scheduled weekend, vacation, or personal leave. Time away from work will not affect vacation, sick leave, or personal leave accruals.

Employees are to return to work after jury duty, although no more than the regularly scheduled number of hours for both jury duty and work shall be required. If excused as a juror on any given day, the employee is expected to contact his/her supervisor and report to work as instructed.

Employees who appear in court as the plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work, unless that time is used as accrued vacation time or as a personal leave.

### ***Bereavement Leave Policy***

Employees under the Civil Service System should also refer to Sections 3.12 and 10.7 of the Civil Service System Personnel Administration Program.

All ~~extended-term~~ full-time and part-time employees shall receive up to three (3) working days off with pay as bereavement leave to arrange and/or attend funeral activities in the event of a death within the employee's immediate family. "Immediate family" shall be defined as the employee's spouse, mother, father, mother-in-law, father-in-law, children, sister, and brother.

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The death of a daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandchild, or aunt or uncles of the employee or the employee's spouse shall result in one (1) working day off with pay. Time for the attendance of funerals for all other relations may be granted without pay or made up within the same pay period.

Any additional time off shall be taken as vacation time (or unpaid leave if all vacation time has been exhausted) with the advance authorization of the appropriate Department Head and/or Director of Administration. Employees must immediately notify their supervisor when it becomes apparent that time off work will be necessary.

Bereavement leave shall not be charged to sick leave. When a funeral occurs during an employee's scheduled vacation, bereavement leave can be substituted for the vacation leave up to the amount of days authorized.

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Employees who fail to return to work on the specified date without receiving an extension shall be subject to disciplinary action.

An unpaid leave of absence of one day shall be allowed in the event an employee is absent from civilian employment to participate in honor guards for funerals of veterans.

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See also "Application of Benefits for Extended-Term, Part-Time Employees With Benefits" and the related Section 3.18 of the Personnel Administration Program.

### ***Sick Leave***

Employees under the Civil Service System receive and may use sick leave in accordance with Sections 3.11 and 10.6 of the Civil Service System Personnel Administration Program.

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All ~~extended-term~~ full-time and part-time employees with benefits, whether paid on an hourly basis or by monthly salary, shall be entitled to sick leave accumulation.

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~~Extended-term~~ employees shall not be entitled to use sick leave until they have been employed continuously for at least six (6) months, and have successfully completed a standard ~~introductory~~ period. Sick leave shall accrue at the rate of eight (8) hours for each calendar month of service for ~~extended-term full-time~~ employees. Similarly, Fire Department command staff will accrue paid sick leave at the rate of 1 working day for each full month of service. Supervisory and management employees do not have a maximum accumulation of sick leave. A full month of service shall refer to any month in which an employee receives pay for at least the (10) days.

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Sick leave granted and not used shall accrue to the credit of each employee. When an employee is transferred to another position, any unused sick leave that may have accumulated to the employee's credit shall transfer with the employee. Sick leave shall not accrue during leaves of absence without pay in excess of thirty days. Accrued sick leave shall be canceled and not paid upon termination of employment, except as provided by the Severance Pay ~~section~~.

Deleted: Regular part-time employees shall be granted a prorated rate for each calendar month of service. Temporary employees are not eligible for sick leave.

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In the event any person having accrued sick leave ceases to be employed by the City and is re-employed within one year, or within ~~three~~ years in the instance of recall from a ~~layoff~~, accrued sick leave shall be reinstated. In the event such re-employment occurs more than one year after termination, the accrued sick leave shall not be reinstated, and the employee shall accrue sick leave in the same manner as a new employee.

Supervisory and management personnel may use sick leave as provided for in Section 10.6 of the Personnel Administration Program, to attend doctor appointments of oneself or one's immediate family members, to attend to or take care of a ill or injured immediate family member, or for bona fide cases of sickness, accidents, maternity leave, and requests for the employee's presence by immediate family, doctor, or clergy due to family illness or emergency.

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A full-time employee who is on sick leave for a period in excess of three (3) days or longer shall, prior to being entitled to any compensation, furnish a report from a qualified doctor that shall contain a diagnosis of the sickness whenever possible. An employee, for any illness or injury of more than seven (7) consecutive days, must present a written statement weekly from a physician, unless otherwise waived in writing by the Department Head.

When employees go on sick leave, they must immediately notify their Department Head or designated supervisor. Notification should be within thirty (30) minutes after the beginning of the scheduled work day, except Police Captains who shall notify the Department no later than one(1) hour prior to the start of the employee's work shift. Failure to do so may result in the denial of such leave pay. Employees should also let the supervisor know when they expect to return to work, and continually keep the supervisor informed of their condition.

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No sick leave will be given to an employee in excess of the amount earned and available to the employee. A ~~supervisory or management~~ employee may use vacation time when they have exhausted all of their sick leave time.

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Effective 1/1/12, Supervisory and management employees who do not take sick leave during a specified four month period (January through April, May through August, and September through December) shall receive a bonus of one sick day.

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See also "Application of Benefits for Extended-Term, Part-Time Employees With Benefits" and the related Section 3.18 of the Personnel Administration Program.

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**Flex-Time**

**Deleted: *Personal Leave Days***

Employees classified as Exempt from the overtime and recordkeeping provisions of the Fair Labor Standards Act of 1938, as amended, will be entitled to alter their attendance during regular work hours in recognition of additional hours worked beyond their normal work hours. Such altered attendance, entitled "Flex-Time" for the purpose of this policy/procedure, is defined as time off that may be granted to an employee during regular work hours, with the prior approval and at the discretion of the employee's department head or appointing authority. Please see the Flex Time Policy for more details.

¶ Regular full-time employees shall be eligible for either four (4) or five (5) days of paid personal leave per calendar year, depending on position and length of service.¶  
¶ Employees shall give their supervisor at least three (3) days notice before taking a personal leave day, unless the mutual agreement of the supervisor and employee waives such notice. ¶  
¶ *Personal leave days shall not be accumulated. Any unused leave at the end of the calendar year shall be forfeited.*

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## V. EMPLOYEE BENEFITS

### **Disclaimer**

The City of Franklin has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement. This portion of the Employee Handbook contains a very general description of the benefits to which you may be entitled as an employee of the City.

Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from the Human Resources Department. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the City and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

As in the past, the City of Franklin reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, the City reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

For more complete information regarding any of our benefit programs, please refer to the Summary Plan Descriptions, which were provided to you separately or contact the Human Resources Department. If you lost or misplaced those descriptions, please contact the Human Resources Manager for another copy.

### **Health Insurance**

The City of Franklin offers health insurance through a traditional health plan for service with a PPO option for the employees and their families. The plan is offered to employees in accordance with the terms of the Summary Plan Description but is generally available to all Extended-Term, Full-Time Employees of the City of Franklin and Extended-Term Part-Time employees regularly working 20 hours per week or more. Additional eligibility requirements are set forth in the plan documents. The City reserves the right to change insurance carriers, including provider

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(Teamsters plan)

networks, or benefit levels at any time. Currently, the City maintains a self-funded plan and calculates monthly premium rates as appropriate and necessary.

The City will prepare and make available a Summary Plan Description detailing the benefits, coverage, and exclusions provided, which plan may be amended from time to time at the sole discretion of the City. As provided for therein, an employee's health coverage will generally begin the first of the month following employment and employees who wish to change coverage or make any additions or deletions may do so during the month of December for coverage beginning January 1 or as otherwise provided for within the Plan. The plan establishes various employee requirements, including but not limited to fees and co-payments for services.

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In the event a Police Captain, Inspector, or Dispatcher is killed in the line of duty, the employee's spouse and dependents may remain in the City health insurance program, and the City will pay seventy-five (75%) of the full cost of the premium for a period of one (1) year. At the conclusion of the one (1) year period, the employee's spouse and dependents may remain in the City health insurance program at their own expense provided the spouse and /or dependents pay any premium due to the City Treasurer by the 15<sup>th</sup> of the month prior to the month the premium is due.

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Employee Premium Share: Employees participating in the health insurance program shall contribute, by means of payroll deduction, toward the monthly health insurance premium. The rate or rate structure (ie "x" percentage of premium) shall be set forth by the Common Council from time to time but will generally occur in conjunction with annual consideration of the Compensation Plan.

See also "Application of Benefits for Extended-Term, Part-Time Employees With Benefits".

### Retiree Health Insurance

The City of Franklin offers certain retirees, and their families, the ability to continue in the City's health insurance program following their retirement. All other terms and conditions relating to health insurance set forth in the respective health plan, including but not limited to the terms relating to deductible and prescription drug co-payments, shall apply.

The health insurance coverage provided for retirees, spouses, and the families by the City does not vest upon retirement or other termination of employment. The health insurance coverage provided herein and the contribution for the cost of coverage may change in the future as determined solely by the City.

Retiree Eligibility and Participation Requirements: In addition to the requirements of the health plan itself, following are certain other requirements and benefit levels.

Supervisors and Managers, Planners, Public Health Nurses, Police Department Administrative Assistant, Administrative Project Assistant, and Deputy City Clerk: Any such employee who has reached a minimum age of 62 years and has 20 years of credited service with the City shall be eligible to obtain payment of 75% of their retiree health insurance premium upon retirement from

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City service. Eligibility for premium payment shall stop when the employee reaches age 65, or becomes eligible for Medicare, or the employee accepts employment from which health insurance benefits are available.

Fire Department Command Staff: An employee who retires from employment with the City under a regular pension at statutory normal retirement age (age 53 as of January 1, 2005) and who has attained twenty five (25) or more years of full time service (twenty (20) years effective January 1, 2006) with the City or retires under a disability pension shall be eligible for enrollment in the City's conventional hospital and surgical insurance program. The City shall pay seventy-five percent (75%) of the premium amount in effect on the date the employee retires, whatever that figure may be, and will continue to pay that amount toward the employee's health insurance coverage until such employee reaches age 65, or the retired employee qualifies for Medicare, whichever occurs earlier. Participation in the City's health plan ceases at the earliest of the following: 1) The retiree's attains the age sixty-five (65), or 2) The retiree is eligible for Medicare, or 3) The retiree dies. Coverage shall not be extended to the retiree while he or she is eligible for coverage under another health plan.

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Police Captains hired or promoted after December 2009: For Police Captains who retire on a regular pension (disability pensions, excluded) on or after January 1, 2010, the City shall pay seventy-five (75%) of the cost towards the single plan premium or the family plan premium of the health plan the employee was in prior to retirement, and such payment shall remain frozen at that level throughout the period of such payment. The employee/retiree must pay their portion of the monthly premium to the City Treasurer by the 15th of the month prior to the month the premium is due, or the employee/retiree may be dropped from the City's insurance program. The employee/retiree must be at least 53 years of age and have at least fifteen (15) years of service with the City of Franklin to qualify for the Retiree Health Plan benefits of this section. Said employees will continue to be covered by hospital and surgical insurance benefits until such employee reaches the age of sixty-five (65) or is eligible for Medicare, whichever occurs earlier, unless said employee voluntarily drops coverage or is dropped from the plan in accordance with the plan document or the allowance provided for herein. In the event the employee/retiree's spouse is not eligible for Medicare when the employee/retiree's participation in the insurance program ceases, the spouse may remain in the same City group health plan until eligible for Medicare solely at the expense of the spouse, provided that the spouse pays the full monthly premium therefore to the City Treasurer by the 15th of the month prior to the month the premium is due, or the spouse may be dropped from the City's insurance program.

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Police Captains and Inspector of record as of 1/1/2004: For Police Captains and Inspector of record as of 1/1/2004 who retire on a regular pension (disability pensions, excluded) on or after January 1, 2004, the City shall pay seventy-five (75%) of the cost towards the single plan premium or the family plan premium of the health plan the employee was in prior to retirement, throughout the period of such payment. The employee/retiree must pay their portion of the monthly premium to the City Treasurer by the 15th of the month prior to the month the premium is due, or the employee/retiree may be dropped from the City's insurance program. The employee/retiree must have at least fifteen (15) years of service with the City of Franklin. Said employees will continue to be covered by hospital and surgical insurance benefits until such

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employee reaches the age of sixty-five (65) or is eligible for Medicare, whichever occurs earlier. In the event the employee/retiree's spouse is not eligible for Medicare when the employee/retiree's participation in the insurance program ceases, the spouse may remain in the same City group health plan until eligible for Medicare solely at the expense of the spouse, provided that the spouse pays the full monthly premium therefore to the City Treasurer by the 15th of the month prior to the month the premium is due, or the spouse may be dropped from the City's insurance program.

Public Works, Sewer and Water, and Custodial Employees With Benefits: Any employee who has reached a minimum age of 60 years of age, and has 15 years of credited service with the City shall be eligible to obtain payment of 75% of their retiree health insurance premium upon retirement from City service. The amount paid by the City shall be three-fourths of the premium amount paid at the time of retirement of the employee. The premium subsidy paid by the City shall cease at the earliest of the following, after which time he or she shall receive no payment or co-payment of any health insurance or other premium or payment by the City: (1) The employee/retiree is eligible for Medicare or (2) The employee/retiree's death.

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Engineering Technicians and Full-time Municipal Court Clerks Hired Prior to 1/1/2006: Any full-time employee of the City hired prior to 1/1/2006 into Engineering Technician or Municipal Court Clerk positions who has reached a minimum age of 62 years and has 20 years of credited service with the City shall be eligible to obtain payment of 75% of their health insurance premium upon retirement from the City service. The amount paid by the City shall be based on the premium or its equivalent in effect upon the date of retirement and shall remain at that amount until eligibility stops. Eligibility for premium payment shall stop upon the earlier of the employee reaching the age of 65 years, becoming eligible for Medicare, the employee accepting employment from which health insurance benefits are available, or the employee's death. Payment of the remaining balance of the monthly premium or its equivalent must be made to the City Treasurer by the 15<sup>th</sup> of the month prior to the month the premium or its equivalent is due.

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Dispatchers: Effective January 1, 2006, City shall pay seventy-five percent (75%) of the cost as of January 1<sup>st</sup>, 2005 towards the single plan premium or the family premium of the health plan the employee was in prior to retirement, and such payment shall remain frozen at that level throughout the period of such payment under the following conditions (if an employee/retiree switches from a family to a single plan or vice versa, the City will continue to pay up to the same amount it had been previously paying) as of January 1, 2005: a) The employee/retiree must have at least twenty (20) years of continuous service with the City of Franklin; and b) The employee/retiree must be within 3 years of their Normal Retirement Date under the retirement plan document (age 65). The employee/retiree must pay the balance of the full monthly premium to the City Treasurer by the 15th of the month prior to the month the premium is due, or the employee/retiree may be dropped from the City's insurance program. Participation in the City's health insurance program ceases at the earliest of the following: 1) the employee/retiree's attainment of age sixty-five (65), and the employee/retiree is eligible for Medicare or 2) the employee/retiree's death. In the event the employee/retiree's spouse is not eligible for Medicare when the employee/retiree's participation in this program ceases, the spouse may remain in the same City group health plan until eligible for Medicare solely at the expense of the spouse, provided that the spouse pays the full monthly premium therefor to the City Treasurer by the 15<sup>th</sup> of the month prior to the month the premium is due, or the spouse may be dropped from the City's insurance program. Additionally, if the employee/retiree obtains other employment in which comparable health benefits are available at a cost to the employee/retiree which does not

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exceed the employee/retiree's cost under this City program, the employee/retiree must participate in the other plan, provided that the employee/retiree may again participate in the City program when no longer eligible for the other coverage, if otherwise eligible under Paragraph (c) and if the City's insurance carrier agrees to permit such participation. As an alternative to participating in the other plan, the employee/retiree has the option of remaining in the City plan, but only under a single contract covering the employee/retiree.

Part-Time Employees: Part-Time employees do not qualify for retiree health insurance.

### **Dental Insurance**

The City of Franklin offers dental insurance which is also set forth in the Summary Plan Description and which provides a maximum yearly payment of \$1,000 per insured. The plan is offered to employees in accordance with the terms of the Summary Plan Description but is generally available to all Extended-Term, Full-Time Employees of the City of Franklin and Extended-Term Part-Time employees regularly working 20 hours per week or more. Additional eligibility requirements are set forth in the plan documents. The City reserves the right to change insurance carriers, including provider networks, or benefit levels at any time. Currently, the City maintains a self-funded plan and calculates monthly premium rates as appropriate and necessary.



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The City will prepare and make available a Summary Plan Description detailing the benefits, coverage, and exclusions provided, which plan may be amended from time to time at the sole discretion of the City. As provided for therein, an employee's dental coverage will generally begin the first of the month following employment and employees who wish to change coverage or make any additions or deletions may do so during the month of December for coverage beginning January 1 or as otherwise provided for within the Plan. The plan establishes various employee requirements, including but not limited to fees and co-payments for services.

Deleted: Coverage under the plan begins the first day of the next month following the employee's initial date of hire. ¶ Employees may be required to contribute to the premium.¶

Employee Premium Share: For supervisors and management employees participating in the dental insurance program, the City shall pay 100% of the single or family premium coverage. For all other employees participating in the dental insurance program, the City shall pay 100% of the single coverage. Each such employee selecting family coverage shall pay the difference between the single and family premium, by means of payroll deduction. The rate or rate structure (ie "x" percentage of premium) shall be set forth by the Common Council from time to time but will generally occur in conjunction with annual consideration of the Compensation Plan.

See also "Application of Benefits for Extended-Term, Part-Time Employees With Benefits"

### **Life Insurance**

The City of Franklin offers life insurance to all Extended-Term, Full-Time Employees of the City of Franklin and Extended-Term Part-Time employees regularly working 20 hours per week or more. The City reserves the right to change insurance carriers or benefit levels at any

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time. Coverage is limited to and benefits are subject to the details, limitations, and exclusions of the policy (plan). There is no cost to the employee. Coverage begins on the first of the month after hire. The amount of coverage is equal to twice the employee's base annual earnings (excluding overtime, longevity, etc.) rounded to the next highest \$1,000, except for Police and Fire union employees which benefit shall comply with the contract. See also "Application of Benefits for Extended-Term, Part-Time Employees With Benefits" **Pension Plan**

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DEFINED CONTRIBUTION PLAN: The City of Franklin offers a defined contribution pension plan carried by Principal Mutual for employees who receive benefits and do not participate in the defined benefit pension plan or the Wisconsin Retirement System. The plan shall begin on the 1st of the next month after the employee has completed a six (6) month introductory period. Under the plan, the City will contribute a certain percentage of the employee's pay as defined in the plan documents to an individual pension account each month. Employees can, at their discretion, contribute to the account as well. Employees shall vest in the City contribution according to the following schedule: 50% of the account's accrued capital for less than three (3) years of service; 60% for three (3) years of service; 70% for four (4) years of service; 80% for five (5) years of service; 90% for six (6) years of service; and 100% for seven (7) or more years of service. Other pension plans apply to the Police and Fire departments and the Department of Public Works.

Beginning with each payroll period ending on or after January 1, 2012, each employee who is eligible to participate in this Plan shall, to the maximum extent allowed by law, have his or her paycheck reduced by 4.2% to represent a non-elective and non-discretionary contribution to the Plan that will be processed as an employer pick-up contribution under the Plan's current benefit and accrual language and Internal Revenue Code Section 414(h)(2).

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DEFINED BENEFIT PLAN: Employees enrolled in the defined benefit pension plan (generally Public Works, Sewer and Water, and custodial employees) carried by Principal Mutual shall be allowed to remain in said plan pending review and consideration of the plan and its benefits. The following information summarizes certain aspects of the plan:

(a) Employees shall be covered under the pension program with Principal Financial Group, as restated January 1, 1997. The City shall pay the entire premium for the pension program; however, beginning with each payroll period ending on or after January 1, 2012, each employee who is eligible to participate in this Plan shall, to the maximum extent allowed by law, have his or her paycheck reduced by 4.2% to represent a non-elective and non-discretionary contribution to the Plan that will be processed as an employer pick-up contribution under the Plan's current benefit and accrual language and Internal Revenue Code Section 414(h)(2). Effective January 1, 1990, and thereafter, the formula for determining pension benefits shall be 1.98% of monthly earnings time years of creditable service. In addition, the normal retirement age under the pension plan shall be age 60.

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(b) Vesting Schedule. Vesting at 0% first five (5) years of service. After five (5) years of service, vesting shall be fifty percent (50%), and after ten (10) years of service, vesting shall be one hundred percent (100%).

(c) Eligibility. An employee shall become eligible to participate in the Pension

Program after completing six (6) months of continuous service with the City.

(d) Disability. Employees with five (5) years of service or more shall be eligible for disability benefits. The benefit is monthly annuity payable at Normal Retirement Date. The amount of monthly annuity payable prior to Normal Retirement is equal to the expected benefit at Normal Retirement Date assuming compensation remains unchanged. Maximum benefit is equal to fifty percent (50%) of Average Compensation. The benefit payable after Normal Retirement Date is equal to the accrued benefit on date of disability.

(e) Pre-retirement Death Benefit. Greater of (1) or (2):

(1) Survivor Annuity Death Benefit:

Eligibility: An active or inactive participant who has a vested accrued benefit.

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Form: A deferred monthly annuity payable for life to an eligible spouse with payments to begin on the participant's earliest retirement date.

Amount: An amount no less than that which would have been payable had the participant terminated employment on the date of death, lived to retirement, early retired under a joint and 100% survivorship option and died the following day.

(2) Same as in current plan.

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### **Flexible Spending Account**

As part of the City's Flexible Benefits Plan, we currently offer a Flexible Spending Account to extended-term full-time employees who have at least six months of service, which service requirement does not apply to supervisory and management employees.

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Just before the beginning of the calendar year, plan participants may elect an annual amount of flexible dollars (which will be deducted pro rata on a pre-tax basis from each paycheck) to pay for eligible health care and day care expenses - generally, expenses qualifying under IRC Sec. 213 (with some exceptions) incurred during the plan (calendar) year that are not reimbursable from any other source. Eligible health care expenses may include medical or dental insurance deductibles, co-payments, and your out-of-pocket costs for vision care, etc.

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According to IRS regulations, if eligible medical or dental expenses that you incur during the calendar year are less than your elected annual amount of flex dollars for that year, you must forfeit the balance.

### **Long-Term Disability**

The City of Franklin offers eligible employees the opportunity to participate in a Long-Term Disability (LTD) base plan. The City does not contribute toward the cost of the plan. Eligible employees are responsible for the full monthly premium.

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Plan benefits, eligibility requirements, and other significant details are set forth within the plan documents which are available from Human Resources.

The City reserves the right to change plans or plan carriers at any time.

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The base plan typically provides for monthly LTD benefits of 60% of basic monthly earnings with a stated maximum benefit per month, less any other offsets. A waiting period, typically 90 days for most employees (180 days for Fire Department employees), applies before commencement of payments. Limitations and exclusions apply. Payroll deduction must be used for these premiums.

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Long-term disability coverage terminates on the last day of employment unless on disability.

### ***Employee Assistance Program ("EAP")***

Presently, the City of Franklin offers a voluntary and professional service that provides information, counseling, and referral services to all full-time and part-time employees and their dependents who may be experiencing personal stress or other personal problems in their lives.

Aurora Health Care has been retained for these services. A counselor can be reached at 1-800-236-3231.

The EAP provides the following services 24 hours a day without cost to employees or their dependents:

- Supervisory and management training sessions
- Assessment/referral interviews
- Unlimited telephone consultations
- Brief information/articles of interest to all employees
- Referral services to community resources
- Legal Advice
- Dependent Care Provider information

For further information about any of these benefits programs, please contact the Human Resource Department.

## ***Continuing or Converting Your Group Health Insurance Coverage***

If you resign or are terminated from the City of Franklin or if your work hours are reduced, and if this event makes you or your dependents no longer eligible to participate in one of our group health insurance plans, you and your eligible dependents may have the right to continue to participate for up to eighteen months at your (or your dependents') expense. If you are determined to be disabled under the Social Security Act at the time of your termination or reduction in hours occurs, you may be entitled to continuation coverage for up to twenty-nine months.

Your eligible dependents may also extend coverage, at their expense, for up to thirty-six months in our group health insurance plans in the event of your death, divorce, legal separation, or enrollment of Medicare benefits, or when a child ceases to be eligible for coverage as dependent under the terms of the plan. The eighteen-month continuation coverage period provided in the event of your termination or reduction in working hours may be extended to thirty-six months for your spouse and dependent children if, within that eighteen-month period, you die or become divorced or legally separated, or if a child ceases to have dependent status. In addition, if you enroll in Medicare during the eighteen-month period, your spouse and dependent children may be entitled to extend their continuation period to thirty-six months, starting on the date that you become eligible for Medicare.

If you or your eligible dependents elect to continue as members of the City of Franklin's plans, you will be charged the applicable premium. The premium and benefit levels are subject to change.

Continuation coverage may end, however, if any of the following events occur: (1) failure to make timely payments of all premiums; (2) assumption of coverage under another group health plan, which does not exclude or limit coverage to you on account of a preexisting medical condition; or (3) the City of Franklin's termination of its group health plans. If you enroll for Medicare, you will no longer be eligible for continued coverage, but, as noted earlier in this statement, your spouse and dependent children may be entitled to extend their continuation coverage.

The plan administrator will contact you concerning these options at the time a qualifying event occurs. The plan administrator will contact your qualified beneficiaries in the event of your death or enrollment for Medicare benefits. However, in the event that you become divorced or legally separated, or one of your dependents ceases to be eligible for coverage under our group health insurance plans, you and/or your dependent are responsible for contacting the Human Resource Department and the plan administrator to discuss continuation/conversion rights. You and your qualified beneficiaries are also responsible for notifying the personnel department within sixty days of qualifying for social security disability benefits.

For further details regarding continuing or converting your group health insurance benefits, please contact the Human Resources Department.

## **Worker's Compensation**

Any City employee injured while performing within the scope of employment, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), will receive first aid and/or emergency medical care and treatment without cost, in accordance with the terms of the Wisconsin Worker's Compensation Act.

Injuries or illnesses suffered while performing official duties, no matter how minor they may seem, must be immediately reported to the employee's supervisor. Injuries and illnesses not reported may not be compensated under Workers Compensation. To report an injury or illness, a WC-12 form must be completed and filed with the Human Resource Department. This form must provide detailed information about the injury or illness and the parties involved. If medical treatment was required, a Return to Work authorization must be completed and submitted by the attending health care provider before the employee may return to work. All injury and illness documentation shall be kept in the Human Resource Department.

Extended-term full-time and part-time employees absent due to an injury or illness covered by Workers Compensation shall receive full net salary in lieu of Worker's Compensation payment for the period of time the employee may be temporarily totally or temporarily partially disabled because of said injury, but not to exceed one year from the date of injury. In no event will such supplemental pay and Worker's Compensation benefit exceed, in aggregate, the employee's normal net "take home" pay.

All fringe benefits shall continue to accrue while the employee is absent due to Workers Compensation injury.

Due to operational need, the affected employee's position may be filled while the employee receives Workers Compensation benefits. However, all positions shall be considered open pending the affected employees return to work.

"Light duty" may be granted per policy of the affected Department Head and/or at the discretion of the Director of Administration. Light duty is work performed in a temporary position created for the sole purpose of providing short term employment for an injured employee pending their return to their regular position. Light duty is not to be considered as an accommodation under the Americans with Disabilities Act. Employees given light duty shall follow all normal personnel policies.

When the City shall have made any such payment and the employee makes claim for damages against any third party or his/her insurer, the City shall be entitled to receive from any damages recovered by such employee reimbursement for such wages paid in the same proportions prescribed by Section 102.29, Wisconsin Statutes, for Workers Compensation payments.

## **Tuition Reimbursement (Fire Department)**

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**Deleted:** their normal take home pay for a maximum thirty (30) weeks, provided that their Workers Compensation benefits are issued to the City. All other workers shall be covered by the stipulations of their individual contracts.¶

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Fire Department commanders who have completed two (2) years of full-time service with the City shall be eligible for the following education reimbursement. Each commander may be reimbursed for tuition for college classes, up to a maximum of \$ 1,000.00 per year. To be eligible for this reimbursement, the following conditions must be met:

1. Coursework must be pre-approved by the Fire Chief
2. The commander must obtain a grade of at least C for an undergraduate course and B for a graduate level course.
3. The City shall not be responsible for the cost of any books, supplies, or other items and services. The City shall be responsible for tuition only to the extent set forth above.
4. Tuition reimbursement will be limited on a 1<sup>st</sup>-come, 1<sup>st</sup>-served basis and to the amount appropriated in the budget by the Common Council.

**Benefit Exceptions for Sergeants**

Certain policies and benefits for Police Department Sergeants deviate from those indicated herein for other supervisors. The following fringe benefits for Sergeant's shall continue to be implemented so as to match the benefit provided to members of the Franklin Police Officers Association, as if they were written directly herein in such a manner.

<u>Health Insurance</u>	<u>Retiree Health Insurance</u>
<u>Pension Plan</u>	<u>Longevity</u>
<u>Holidays</u>	<u>Severance Pay</u>
<u>Funeral Leave</u>	<u>Donation of Vacation Time</u>
<u>Workers Compensation</u>	<u>Military Leave</u>
<u>Long term Disability</u>	<u>Auto and Homeowner Insurance</u>
<u>Short term Disability and Other Insurance</u>	<u>Direct Deposit</u>
<u>Clothing Allowance</u>	<u>College Incentive</u>
<u>Jury Duty</u>	<u>Trades</u>
<u>Overtime – Section 8.01(A) and 8.03 (as of 2005-2006 contract)</u>	

Certain policies and benefits for Police Department Sergeants do not deviate from those indicated herein for other supervisors. The following fringe benefits for Sergeant's shall continue to be implemented so as to match the benefit provided to other supervisors as set forth herein.

<u>Dental Insurance</u>	<u>Life Insurance</u>
<u>Sick Days</u>	<u>Vacation Days</u>
<u>Personal Days</u>	<u>Section 125 Flexible Benefits</u>
<u>Deferred Compensation Section 457 Plan</u>	

Sergeants are eligible to receive Compensation Time (Comp Time) - In lieu of pay. Sergeants may accumulate compensatory time off to a maximum balance of eighty two and one-half (82.5) hours. Overtime will be in pay if the employee's balance is 82.5 hours. All overtime balances may be carried forward and not paid out during or at the end of a year. Overtime may be taken off with the Chief's approval.

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**APPLICATION OF BENEFITS FOR EXTENDED-TERM, PART-TIME EMPLOYEES WITH BENEFITS**

Extended-term, part-time employees with benefits, as described in Section 1.4.6 of the Personnel-Administration Program, shall be eligible for the benefits set forth in Section 3.18 thereof.

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For Extended-Term, Part-Time Employees With Benefits who participate in the Health Insurance and/or Dental Insurance program, the City shall pay the following percentage of the monthly premium after deducting the regular employee premium share as established by the Common Council. The employee shall pay, through payroll deduction, all remaining amounts.

<u>Employee Scheduled</u>	<u>City Funded:</u>
<u>At least 30 hours but less than 37.5 hours/week</u>	<u>75% of the normal benefit</u>
<u>At least 20 but less than 30 hours/week</u>	<u>50% of the normal benefit</u>

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For Extended-Term, Part-Time Employees With Benefits who qualify for severance and clothing allowance pay the payment shall be based on a prorated share of the normal payment calculated by applying the following percentages:

<u>Employee Scheduled</u>	<u>Employee Receives:</u>
<u>At least 30 hours but less than 37.5 hours/week</u>	<u>75% of the normal benefit</u>
<u>At least 25 hours but less than 30 hours/week</u>	<u>62.5% of the normal benefit</u>
<u>Less than 25 hours per week</u>	<u>50% of the normal benefit</u>

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Extended-Term, Part-Time Employees With Benefits, regularly working 20 hours or more per week and after completing one year of service, shall be provided life insurance equal to the employee's base annual earnings (excluding overtime, longevity, etc.) rounded to the next highest \$1,000.

Interpretation of the application of such prorated benefits shall be the responsibility of the Director of Administration where the detailed language of the benefit as set forth in the appropriate section herein is not clear. Extended-Term, Part-Time Employees whose work or cost is allocated to more than one department shall have their hours combined for purposes of determining benefit eligibility; however, an individual hired to multiple, separate positions may not count hours worked in a non-benefited position toward benefit levels for a benefited position.

**APPLICATION OF BENEFITS FOR FIRE DEPARTMENT COMMANDERS**

For purposes of determining time-based benefits, Battalion Chiefs work a 56-hour week; all other Fire Department commanders (Chief and Assistant Chief) work a 40-hour week. Whenever a Fire Department employee moves from a 56-week hour position to a 40-hour week position or vice versa, the employee will retain the sick leave or vacation time earned that has been earned. Furthermore, vacation and sick leave earned will be converted to reflect a 56-hour week or 40-hour week, as appropriate

## VI. SAFETY

### **Safety**

The City recognizes the need for the development of safe working practices for every employee, and desires to promote on-the-job safety by encouraging the proper design and use of buildings, equipment, tools, and other devices.

Administration of the safety program should be the job of all supervisors. They should be constantly alert to observe and report unsafe working practices or existing hazardous working conditions with the aim of immediate correction. Each Department Head or supervisor shall make sure that all employees under their supervision are well acquainted with existing safety rules, and shall see that the rules are uniformly enforced. All supervisors shall actively promote the safety education of all City employees.

It is the responsibility of all employees to cooperate in making the safety program work. Employees must,

1. Be informed of and observe established safety procedures.
2. Notify supervisors of any unsafe conditions they discover.
3. Use personal protective equipment such as steel toed shoes, safety vests, safety glasses, and hard hats where required.
4. Not remove guards or other protective devices from machinery and equipment.
5. Not engage in "horseplay."
6. Attend any required training or orientation meetings to increase safety awareness.
7. Not report to work under the influence of alcohol or drugs that alter normal behavior or the ability to function safely.
8. Immediately report all job-related injuries or illnesses to their supervisors.
9. Assist supervisors in the investigation of any accident of which they have knowledge, while remembering that accident investigation is fact finding, not fault finding.
10. Refrain from smoking in "no smoking" areas.
11. Refrain from operating, modifying, adjusting, or misusing equipment.

If medical care is requested by a citizen or person visiting a City facility, Emergency Services should be called immediately. All incidents should be reported and filed with the Director of Administration as soon as possible.

**Emergency Conditions and Snow Days**



All City offices and activities shall remain open and in operation during all established working hours. All employees should attempt to report to work on a timely basis. If an employee is unable to report to work, the employee shall be responsible for contacting his/her supervisor or Department Head by telephone to indicate the anticipated absence from or late arrival to work and the reason for such action. If an employee is unable to report to work, the absence may be charged as vacation, compensatory time, or personal leave time, or the employee may elect to take this time off without pay.

The Mayor shall be authorized to declare a “snow day” and close any or all City offices to protect the safety and welfare of City employees. In this event, scheduled employees shall receive full pay, with no vacation or personal leave allowances being affected, unless personnel are needed to deal with the effects of the storm. Employees absent from work due to bad weather while City offices are operational, except for police, fire, and public works department employees, may either charge lost time against accumulated vacation, compensatory time, or personal leave, make up lost time within one (1) week, or receive no pay for lost time. This Policy does not apply to Police, Fire, or Public Works employees.

**Drivers Licenses and Traffic Tickets**

Any employee whose work requires that he/she drive City vehicles must hold a valid Wisconsin Driver's License and any other license required by law, rule or regulation to operate said vehicle. Any employee who does not hold a valid driver's license or other required license shall not be allowed to operate a City vehicle until they obtain a valid license. All City employees must hold the required level of license for all work that they perform.

All new employees whose work shall entail the operation of a City vehicle shall have a Department of Motor Vehicles driving record check as a condition of employment. A report showing a suspended or revoked license status may be cause to deny or terminate employment. Periodic checks of employees' drivers licenses through visual and formal Department of Motor Vehicles records reviews shall be made by Department Heads and/or division supervisors.

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Any employee performing work that requires the operation of a City vehicle must notify his/her immediate supervisor if his/her license expires, becomes suspended, or is revoked. If an employee fails to report such an instance, he/she shall be subject to disciplinary action, up to and including termination.

Employees are expected to abide by all traffic rules and regulations while on duty. Any employee who receives a traffic or parking ticket while on duty must pay the appropriate fine, regardless of whether it occurs in a personal or City owned vehicle.

Employees required by their job to maintain a Commercial Driver's License (CDL) and any related endorsement shall comply with all applicable federal and state laws relating to the Commercial Driver's License (CDL) and such endorsement. Failure to maintain a required license or endorsement will lead to termination. The City will pay the cost of renewing the Class A-CDL and the "N" Endorsement. It is understood that it is an employee's duty to maintain the Class A-CDL and "N" Endorsement.

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### ***Use of City Owned Vehicles***

Employees are encouraged to use City vehicles instead of their own for official City business whenever possible. Personal vehicles may be used for official City business with the prior approval of the employee's Department Head. Employees who use their personal vehicle shall be reimbursed at the IRS allowable rate.

Any employee who operates a privately owned vehicle while conducting official business for the City must maintain automobile liability insurance in accordance with the State Financial Responsibility Law. Employees who do not maintain minimum liability coverage shall not operate privately owned vehicles in an official capacity.

City-owned motor vehicles shall be used for official City business or authorized uses only. City vehicles shall not normally be taken home overnight, unless the attendance of an out-of-city meeting takes place either before or after normal working hours, the employee is designated by their Department Head as "on 24-hour call" for department or division emergencies, or the employee is specifically authorized by the Director of Administration. Additionally, the Police Inspector shall have use of a city-owned police vehicle to take home on a daily basis as the Inspector has 24-hour per day emergency response responsibilities in addition to attending meetings at various hours.

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City vehicles must be available for City business at all times.

City vehicles may be used for travel to lunch when an employee is on City business, or the employee is in town in a City vehicle in a location where driving to obtain his/her personal vehicle would result in an extra and unnecessary expenditure of fuel.

Transporting family members in City vehicles shall only be allowed for previously authorized employees or when the family members are accompanying a City employee to a business meeting or official function.

City vehicles shall be legally and appropriately operated and/or parked at all times. Violations issued to the driver of the vehicle shall be the responsibility of the driver, not the City.

The driver and all passengers shall use seat belts at all times while the vehicle is in motion. It shall be the driver's responsibility to ensure the use of seat belts by all passengers.

In addition, Department Heads may establish supplemental department vehicle policies.

### ***Reporting Accidents***

Whenever any City vehicular equipment is involved in an accident, the following procedures should be followed.

The employee shall:

1. Notify the Police Department, Director of Administration and his/her supervisor.
2. Refer the other party to the Director of Administration if the party feels they have a claim.

The employee shall not:

1. Indicate to the other party that the incident will be covered by insurance or by the City.
2. Admit liability/fault or make any statements about the accident at the scene of the accident except to the investigating police officer.
3. Give a statement to a representative of the other party's insurance carrier unless approval has been obtained.
4. Sign a release of any or all claims.

Director of Administration. The Director of Administration shall be responsible for completing the "Vehicular Accident Investigation Report". This form shall be completed for all vehicle accidents involving a municipal employer, injury to a citizen, or damage to property related to municipal operations.

## **VII. TERMINATION OF EMPLOYMENT**

### ***Dismissals***

Every City of Franklin employee has the status of "employee-at-will," meaning that no one has a contractual right, express or implied, to remain in the City's employ. The City of Franklin may terminate an employee's employment, or an employee may terminate his/her employment, without cause, and with or without notice, at any time for any reason. No supervisor or other representative of the City (except the Mayor) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

### ***Immediate Dismissals - Misconduct***

Any employee whose conduct, actions or performance violates or conflicts with the City's policies may be terminated immediately and without warning. The following are some examples, but is not all-inclusive, of grounds for immediate dismissal of an employee:

- Breach of trust or dishonesty
- Conviction of a felony or misdemeanor, which is substantially related to the employee's job duties
- Willful violation of an established policy or rule
- Falsification of City records
- Gross negligence
- Insubordination
- Violation of the Anti-Harassment and/or Equal Employment Opportunity Policies
- Time card or sign-in book violations
- Possession of dangerous weapons on the premises, if not job related.
- Unauthorized possession, use or copying of any records that are the property of the City.
- Unauthorized posting or removal of notices from bulletin boards
- Excessive absenteeism or lateness.
- Marring, defacing or other willful destruction of any supplies, equipment or property of the City.
- Failure to call or directly contact your supervisor when you will be late or absent from work.
- Fighting or serious breach of acceptable behavior.
- Theft
- Violation of the City's Conflict of Interest/Outside Employment Policy and/or Confidentiality Policy
- Violation of the City's Drug and Alcohol Policy

This list is intended to be representative of the types of activities that may result in disciplinary action. It is not exhaustive, and is not intended to be comprehensive and does not change the employment-at-will relationship between the employee and the City.

In the event of dismissal for misconduct, all benefits end at the end of the month. COBRA may not be available to anyone dismissed from the City of Franklin for gross misconduct.

## ***Termination Procedures***

### **Exit Interview**

Human Resources is responsible for scheduling an exit interview with a terminating employee on the employee's last day of employment and for arranging the return of Company property including:

- Office keys
- Company manuals
- Any additional City-owned or issued property

In order to receive a disbursement of any amounts due from the Retirement Plan, the employee is required to complete and sign a distribution form and submit it to the Human Resources Department. Specific information will be provided at the exit interview.

Employees may choose the continuation or waiver of comprehensive medical coverage and dental coverage under COBRA. Specific information will be provided at the exit interview.

### **Final Paycheck**

Employees leaving the City must return office keys, etc., before their final paycheck can be issued. This final paycheck will be mailed during the next normal pay period. If there are unpaid obligations to the City, the final paycheck will reflect the appropriate deductions to the extent authorized by law.

## ***Reference Checks***

All inquiries regarding a current or former City of Franklin employee must be referred to the Human Resources Department.

Should an employee receive a written request for a reference, he/she should refer the request to the Human Resources Department for handling. No City of Franklin employee may issue a reference letter to any current or former employee without the permission of the Human Resources Department.

Under no circumstances should any City of Franklin employee release any information about any current or former City employees over the telephone. All telephone inquiries regarding any current or former employee of the City of Franklin must be referred to the Human Resources Department.

In response to an outside request for information regarding a current or former employee, the Human Resources Department will furnish or verify only an employee's name, dates of employment, job title and department. No other data or information regarding any current or former employee, or his/her employment with the City, will be furnished unless the employee authorizes the City to furnish this information in a writing that also releases the City of Franklin from liability in connection with the furnishing of this information or the City is required by law to furnish any information.

I. APPENDICIES

DEPARTMENT VACATION SCHEDULING PROCEDURES: THESE SECTIONS WILL BE COMPLETED AND ADDED AS THEY BECOME AVAILABLE.

COMPENSATION PLAN ADDENDUMS AND ASSOCIATED RESOLUTIONS

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## **RECEIPT FOR EMPLOYEE HANDBOOK AND EMPLOYEE ACKNOWLEDGEMENT**

I acknowledge that I have received a copy of The City of Franklin's Employee Handbook. I agree to read it thoroughly, including the statements in the foreword describing the purpose and effect of the Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from my supervisor, Department Head, or the Human Resources Department, and I acknowledge that I have a responsibility to ask questions about anything I do not understand.

I understand that the City of Franklin is an "at will" employer. I understand that employees of the City of Franklin do not have a property interest in their job or a property right to their job, except as expressly provided for by statute for the officers of the City, and, as such, employment with the City of Franklin is not guaranteed and is not for a fixed term or definite period. I further understand and acknowledge that employees may be terminated by the City at the sole determination of the City with or without cause, and without prior notice. Although in the event of termination for disciplinary action, the City will apply a reasonable and appropriate, and not arbitrary and capricious, standard of review, which standard only anticipates the review elements identified and then only to the extent identified and does not provide the full scope of review, or associated property interest rights, as is associated with a "just cause" standard or due process hearing or review.

I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with The City of Franklin for benefits or for any other purpose. I acknowledge that I have not entered into any such individual agreement or contract by acknowledging receipt of this Manual or by following any of the provisions of this Manual.

No supervisor or other representative of the City (except the Mayor in the case of an Emergency Appointment per the Civil Service System) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

In addition, I understand that this Handbook states or references the location of the City of Franklin's policies and practices in effect on the date of publication. For example, I understand that the Civil Service System Personnel Administration Program also incorporates policies and practices of the City of Franklin.

I also understand that these policies and procedures are evaluated from time to time at the discretion of the City and may be amended, modified or terminated at any time at the sole discretion of the City.

I understand that it is my responsibility to comply with all Employer policies, rules, and expectations as set forth in the Manual, as well as policies, rules, and expectations that the Employer may otherwise establish or change from time to time.

Please sign and date this receipt and return it to the Human Resources Department.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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<p><b>APPROVAL</b></p> <p><i>Slw</i> </p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>12/06/11</b></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p>AN ORDINANCE TO REPEAL SEPARATE ORDINANCES ESTABLISHING FRINGE BENEFITS FOR EMPLOYEES OF THE CITY OF FRANKLIN</p>	<p><b>ITEM NUMBER</b></p> <p><i>G.11.</i></p>

The attached ordinance reflects another step in the continuing process of updating the City's human resources policies to reflect the changes required or recommended by Act 10 and Act 32. Those state law changes have instigated a wholesale reconsideration and redrafting of the Civil Service System Personnel Administration Program and of the Employee Handbook. In the new process, the goal is to incorporate, to the greatest extent practicable, all of the employee policies and terms and conditions of employment into these two documents. These documents will continue to be amended in the future or have items incorporated into them by means of adoption of a resolution, as appears to have been the past practice.

In the past, however, non-represented employee wage and benefit considerations were, for some unknown reason, adopted in the form of an ordinance, only a couple of which were incorporated into the municipal code book by the company managing the City's code. The others were classified by the company as "non-Code material." Numerous labor attorneys at various Act 10 and Act 32 seminars have all indicated that new policies should be adopted by resolution and should not be incorporated into the local municipal code. The attached ordinance completes half of that step by repealing those ordinances to ensure that they don't remain on the books creating a potential conflict with the adoption of new policies scheduled elsewhere on the Common Council Agenda.

The effective date of the repealing of the ordinances is indicated as January 1, 2012 so that they may remain in effect through the end of the year and thereby accomplish each of the policy actions anticipated by their original adoption. Any components of the ordinances needed to move forward have been incorporated into the proposed Civil Service System Personnel Administration Program, the Employee Handbook, or the resolution adopting a Compensation Plan Addendum.

The Personnel Committee is reviewing this item 12/5/11, and I can report on their recommendation at the Common Council Meeting. I recommend approval.

**COUNCIL ACTION REQUESTED**

Motion to adopt Ordinance No. 2011-\_\_\_\_\_, "An Ordinance to Repeal Separate Ordinances Establishing Fringe Benefits for Employees of the City of Franklin."

## ORDINANCE NO. 2011-\_\_\_\_

AN ORDINANCE TO REPEAL SEPARATE ORDINANCES ESTABLISHING FRINGE BENEFITS  
FOR EMPLOYEES OF THE CITY OF FRANKLIN

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WHEREAS, previously adopted ordinances establishing wages and benefits for various classes of non-represented employees addressed policy changes through 2011 thereby requiring further action by the City to address desired changes for 2012 and beyond, and

WHEREAS, changes to state law have, at the same time, prompted significant revisions to the Civil Service System Personnel Administration Program and the Employee Handbook, and

WHEREAS, labor attorneys recommend addressing future employee wage and benefit considerations by means of a resolution, and not by means of an ordinance, and

WHEREAS, future wage and benefit considerations will be adopted by resolution and/or incorporated into the Civil Service System Personnel Administration Program or into the Employee Handbook by Resolution.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

## SECTION 1:

Ordinance No. 2009-1978, "An Ordinance Establishing Benefits for Full-Time Non-Represented Management Employees of the City of Franklin"; Ordinance No. 2009-1977, "An Ordinance Establishing Benefits for Full-Time Non-Represented Non-Supervisory Employees of the City of Franklin"; Ordinance No. 2010-2015, "An Ordinance Amending Benefits, Special Pay Practices, and Conditions of Employment for Full-Time Non-Represented Fire Department Commanders of the City of Franklin"; Ordinance No. 2010-2014, "An Ordinance Re-Affirming Benefits for Police Sergeants of the City of Franklin"; Ordinance 2009-1982, "An Ordinance Modifying the Fringe Benefits for Permanent Part-Time Non-Represented Employees of the City of Franklin"; Ordinance 2004-1777, "Fringe Benefits for Permanent Part-Time Employees", and §67-12, "Benefits, special pay practices, and conditions of employment for employees hired as or promoted to Police Captains after December 2009". [Added 12-15-2009 by Ord. No. 2009-1991] are hereby repealed.

## SECTION 2:

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3:

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4:

This ordinance shall take effect and be in force from and after January 1, 2012, or after its passage and publication, whichever is later.

Introduced at a regular meeting of the Common Council of the City of Franklin this 6th day of December, 2011, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 6th day of December, 2011.

APPROVED:

\_\_\_\_\_  
Thomas M. Taylor, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

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<b>APPROVAL</b> <i>Slw</i> <i>[Signature]</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 12/06/11
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) NON-GRANDFATHERED STATUS FOR EMPLOYEE HEALTH PLANS</b>	<b>ITEM NUMBER</b> <i>G.12.</i>

We have been actively working on updating the Summary Plan Description for the employee health plans and anticipate having it for approval during at a January meeting. Open enrollment, however, will be starting tomorrow and there is one outstanding issue that might influence the manner in which a small handful of employees choose to enlist dependents.

The federal health care act established two tiers of requirements: one for grandfathered plans and one for non-grandfathered plans. The attached document summarizes the few differences between the requirements. In short, plans that are not grandfathered have some additional preventive care requirements that the plan must fully fund, instead of fund at 90% or instead of applying a deductible or in some cases instead of covering at all.

Federal law allows a plan to avoid incorporating these enhanced preventive benefits if your plan does not change much during the period. The restrictions are fairly tight. For example, the City's Police and Fire unions are in a non-grandfathered plan already because their prescription drug benefit increased \$10 for the formulary drugs. The other contracts were all approved before the PPACA deadline so they remain grandfathered, but now there are restrictions on the extent to which benefit levels can be changed in the future. For example, Dispatchers cannot be brought up to the same prescription co-pays as other employees without requiring that they be moved to a non-grandfathered plan as well.

The issue is, in fact, a short term problem because federal law will make all of these added benefits a requirement for every plan beginning in 2014. Creating and maintaining different health plans simply to avoid some added health care costs for two years is, of course, doable; but there is a fair bit of added work involved. Frankly, it also seems slightly unfair that the only employees currently with the added preventive benefits are the same Police and Fire union members who have favored status with both pension and employee health premium contributions.

It is very difficult to determine what added costs we might be experiencing in the plan due to the nature of the coding for such preventive services. The service costs are all relatively small in individual scope, in that the added benefits aren't covering new surgeries not previously covered, for example. The largest individual cost risk is probably that if a person has an emergency incident out of state and can't find an in-network doctor (through our nationwide travel card) the City would be required to still cover the claim at 90% instead of the current 70% for out of network costs. The risks are not great.

Given that the move to a new network is anticipated to reduce costs by as much as \$50,000 to \$70,000 more than we were instructed to find and given that the added prescription plan overlay is anticipated to reduce costs by another \$26,000, I am confident that the added costs in each of the next two years will not exceed those savings. Admittedly, I do not have hard numbers; but I simply haven't seen in our plan or heard from other cities or our consultant that the added preventive benefits are driving up plan costs. I believe the worst case scenario is that the monthly premium calculations for 2013 could be at most one or two percentages higher. Even given that scenario, it is worth remembering that beginning in 2013 the City has unilateral control over ALL plan design components and could make any necessary realignment.

Given the savings we have already identified, our ability to unilaterally adjust plan design components in 2013, the general wellness benefit of preventive care, the positive impact of treating all employees more equally, the lack of evidence of added costs this year, and the lack of significant risk for large costs; my inclination is to recommend that staff be authorized to prepare the summary plan description for all employees as non-grandfathered plans and to accordingly begin the open enrollment period (tomorrow) with that understanding and direction.

The Personnel Committee will review this resolution at their meeting of 12/5/11. I will relay their recommendation at the Common Council meeting. I recommend approval.

### **COUNCIL ACTION REQUESTED**

Motion to authorize staff to prepare the summary plan description for the City's health plan for all employees as non-grandfathered plans and to accordingly begin the open enrollment period with that understanding and direction.



Beyond Insurance

## Patient Protection and Affordable Care Act (PPACA)

### Provisions Related to Health Care Reform that apply to Group Health Plans

Effective upon renewal on or after September 23, 2010 unless otherwise noted

Provisions:	Applies to:		
	Grandfathered	Non-Grandfathered	City of Franklin
<b>Lifetime and Annual Limits:</b> Lifetime dollar limits will not apply to essential health benefits and Annual limits on essential health benefits must be no lower than \$750,000 which increase per year until no annual limits are allowed starting in 2014.	√	√	Impact
<b>Rescissions:</b> Coverage can only be rescinded due to fraud or intentional misrepresentation	√	√	No Impact
<b>W-2 Reporting Requirements:</b> Employers must include aggregate cost of the employer-sponsored health coverage on annual W-2 forms. Optional for 2011. Required starting 2012.	√	√	No Impact until 2012
<b>Over the Counter Drugs:</b> Medications received over the counter, unless obtained with a prescription, are no longer reimbursable under a Flexible Spending Account, Health Savings Account and Health Reimbursement Account. Effective January 1, 2011.	√	√	Impact
<b>Health Savings Account:</b> The excise tax for nonqualified distributions from HSAs increases from 10% to 20%. Effective January 1, 2011	√	√	No Impact
<b>Dependent Coverage:</b> Must be extended to children until the individual is 26 yrs old. Effective for plan years beginning on or after Sept. 23, 2010. Prior to 2014, a child may enroll for dependent coverage on a grandfathered group plan only if the individual is not eligible for employment-based health benefits. In Wisconsin, Fully-Insured plans along with Self-Funded plans of a county, city, village, town, school district or of the state dependents are eligible until age 27 under certain circumstances.	√	√	No Impact State Law must cover to age 27  Grandfather Plan - child cannot have other ER Coverage
<b>Pre-existing Conditions:</b> May not be excluded from coverage. Effective for plan years beginning on or after Sept. 23, 2010 for any enrollee (not just dependents) under age 19, and Jan. 1, 2014 for everyone else.	√	√	No Impact
<b>Preventive Health Services:</b> Plans must provide first dollar coverage for certain evidence-based preventive care, including well child care and certain immunizations.		√	Impact
<b>Prohibition of Discrimination Based on Salary:</b> Insured group health plans are subject to the requirements of IRC Section 105(h)(2) (relating to the prohibition on discrimination in favor of highly compensated individuals for either benefits or eligibility).		√	No Impact
<b>Appeals Process:</b> Health plans are required to allow appeals of coverage determinations and claims (includes internal appeals and external review).		√	No Impact
<b>Coverage for Emergency Services:</b> Equal coverage for emergency services from in-network or out-of-network providers.		√	Impact
<b>Primary Care Provider:</b> Plans that require or provide for a designation of a primary care provider must permit each participant to designate any participating primary care provider who is available to accept such individual.		√	No Impact
<b>Gynecological and obstetric services:</b> You do not need an authorization or referral for In-Network gynecological or obstetric care.		√	No Impact
<b>What is a Grandfathered Plan?</b> A plan is grandfathered if it had at least one individual enrolled in the group health coverage on March 23, 2010, <u>and</u> the policy or plan has continuously covered at least one individual since March 23, 2010.			
<b>How is Grandfathered Status Lost?</b> Generally, for a plan to maintain its Grandfathered status compared to plans in effect on March 23, 2010, plans:			
-Cannot Significantly Cut or Reduce Benefits.			
-Cannot Raise Co-Insurance Charges.			
-Cannot Significantly Raise Co-Payment Charges. No more than the greater of \$5 (adjusted annually for medical inflation) or the sum of medical inflation plus 15 percentage points.			
-Cannot Significantly Raise Deductibles. No more than the sum of medical inflation plus 15 percentage points.			
-Cannot Significantly Lower Employer Contributions. Cannot decrease the percent of premiums the employer pays by more than 5 percentage points.			
-Cannot Add or Tighten an Annual Limit on What the Insurer Pays.			
-Cannot Change Insurance Companies. This does not apply when employers that provide their own (self-funded) insurance to their workers switch plan administrators.			

92.276 not

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>12/06/11</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>2012 Casualty Insurance Coverage</b>	<b>ITEM NUMBER</b>  <i>G.13.</i>

Since 2004, the City of Franklin has had its casualty insurance plans with the League of Wisconsin Municipalities Mutual Insurance Plan (LWMMI), agent being R&R Insurance, and the Local Government Property Insurance Fund (LGPIF). The Department of Administration has obtained quotes from these current agents and providers and recommends continuing the City's current liability and property insurance policies for the 2012 year as are currently in place, **with the exception of the following recommended changes:**

1. Moving the City's Crime policy to CNA as they provide a lower premium for an increased coverage limit of \$300,000 for all employees including scheduled positions in lieu of our current policy with Liberty Mutual that provides coverage limit of only \$100,000 for employees and \$300,000 for scheduled employees. The CNA crime policy also includes a \$25,000 provision for Funds Transfer Fraud.
  
2. Moving the City's auto physical damage coverage policy from the Local Government Property Insurance Fund (LGPIF) over to the League of Wisconsin Municipalities Mutual Insurance Plan (LWMMI) (agent being R&R Insurance). Currently, the City's auto physical damage collision policy with LGPIF is based on "Actual Cash Value" not "Replacement Cost Value". As such, when a City car is totaled due to an accident, the City only receives reimbursement for the actual cash value of the vehicle (used value) not what it would cost to actually replace the car. Going to a full "Replacement Cost Value" policy through LGPIF would be about double our current "Actual Cash Value" coverage policy. Through LWMMI, they offer an auto physical damage coverage policy based on an "Agreed Upon Value" that would allow us to add additional value to our current vehicle listing to bring them closer in line to a "replacement cost" value amount, giving the City more coverage value should vehicles be totaled out. The LWMMI "Agreed Upon Value" policy premium is a few dollars lower than LGPIF's "Actual Cash Value" policy premium, and the City vehicles will be covered at a higher value amount than are currently with LGPIF. In fact, for roughly the same amount as our current LGPIF policy about an additional \$1,000,000 in coverage valuation can be spread over the existing vehicles, which would be generally targeted toward the more expensive Fire Department vehicles.

The transition of moving the auto physical damage policy from LGPIF to LWMMI would be fairly simple. LGPIF reports that the City just needs to notify them of the actual date we want coverage removed. There would be no penalties to the City from LGPIF to not renew our auto physical damage policy with them for 2012 and they would endorse the City again at any time for its auto physical damage policy should the City ever elect to do so again. As LWMMI/R&R Insurance already endorses the City's auto liability coverage for its vehicle fleet, the coverage and claim handling for the auto physical damage portion would simply merge into the League's existing auto liability coverage and claim handling unit. The Department of Administration would only need to take a look at the City's existing vehicle values and add the additional value to bring certain vehicles more in line with "replacement cost value" which would then be used as the "Agreed Upon Value" with LWMMI.

The following table shows a summary of the 2011 premium costs and 2012 estimated premiums through R&R Insurance/LWMMI and the Local Government Property Insurance Fund (LGPIF) including the changes as addressed above. A big decrease of note is in Workers Compensation which is due to the State-calculated modification ratio that is based upon the last three years of claims history. The City's modification ratio decreased from 1.11 to 0.94. This amounts to a 17% savings.

Coverage	2011 Cost	2012 Cost	Carrier
Buildings/Personal Property	\$31,551	\$31,807	LGPIF
Contractors Equip.	5,950	5,974	LGPIF
Monies/Securities	1,699	1,699	LGPIF
Auto Physical Damage	36,622	(move to LWMMI)	LGPIF (move to LWMMI)
Alarm Credit	(2,568)	(2,698)	LGPIF
General Liability	95,611	100,392	R&R Ins./LWMMI
Public Officials	50,441	52,963	R&R Ins./LWMMI
Police Professional	38,800	40,740	R&R Ins./LWMMI
Auto Liability	28,261	28,687	R&R Ins./LWMMI
Auto Physical Damage	0	36,025	R&R Ins./LWMMI
Umbrella	13,800	13,800	R&R Ins./McGowan-American Alt.
Crime	1,506	1,445	R&R Ins./CNA
Boiler & Machinery	6,017	6,017	R&R Ins./Chubb Ins. Co.
Storage Tank	3,007	3,140	R&R Ins./Berkley
<b>TOTAL</b>	<b>\$310,697</b>	<b>\$319,991</b>	
Workers Compensation	406,110	364,320	R&R Ins./United Heartland
<b>TOTAL PREMIUM</b>	<b>\$716,807</b>	<b>\$684,311</b>	

The 2012 Insurance Budget includes a total amount of \$716,500; \$395,650 for Workers Compensation and \$320,850 for the other annual premiums. Also note that for the fifth year in a row, the City received a dividend check from the League of Wisconsin Municipalities. This year the amount was \$16,360 for the 2010 policy year. As such, there are sufficient appropriations to fund the proposed policies.

## COUNCIL ACTION REQUESTED

Authorize the Director of Administration to renew the City's casualty insurance plans with R&R Insurance/League of Wisconsin Municipalities Mutual Insurance and the Local Government Property Insurance Fund, as noted above, including moving the Auto Physical Damage policy from LGPIF to LWMMI and to add additional value to the City's vehicle listing to bring the "Agreed Upon Value" more in line with the estimated cost of replacement for the upcoming 2012 year.

<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>12/06/11</b></p>
<p><b>Reports and Recommendations</b></p>	<p><b>Resolution requesting advisory referenda in the City of Franklin concerning public support for, or opposition to, reduction in the size and compensation of the Milwaukee County Board of Supervisors on the election ballot for the Tuesday, April 3, 2012 election (Ald. Skowronski)</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G.14.</i></p>

Alderman Skowronski has requested the attached Resolution requesting advisory referenda in the City of Franklin concerning public support for, or opposition to, reduction in the size and compensation of the Milwaukee County Board of Supervisors on the election ballot for the Tuesday, April 3, 2012 election be placed on this agenda.

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2011-\_\_\_\_\_ requesting advisory referenda in the City of Franklin concerning public support for, or opposition to, reduction in the size and compensation of the Milwaukee County Board of Supervisors on the election ballot for the Tuesday, April 3, 2012 election

RESOLUTION NO. 2011-\_\_\_\_\_

RESOLUTION REQUESTING ADVISORY REFERENDA IN THE  
CITY OF FRANKLIN CONCERNING PUBLIC SUPPORT FOR,  
OR OPPOSITION TO, REDUCTION IN THE SIZE AND COMPENSATION  
OF THE MILWAUKEE COUNTY BOARD OF SUPERVISORS ON THE  
ELECTION BALLOT FOR THE TUESDAY, APRIL 3, 2012 ELECTION

7           WHEREAS, considerable public interest has been expressed in  
8 meaningful fiscal reform of Milwaukee County government as demonstrated in  
9 the recent creation of the elected position of County Comptroller by the  
10 Wisconsin State Legislature and approved by the Governor, and

11           WHEREAS, the citizens of Milwaukee County with this change expect  
12 balanced budgets in the future, less dependency on debt to balance the budget  
13 and more resources available for key county services, and

14           WHEREAS, the Milwaukee County Board in the future needs to function  
15 more as a policy-making body and not as a micromanagement entity of county  
16 departments and services, and

17           WHEREAS, the de facto duties and responsibilities of a Milwaukee  
18 County Supervisors need public scrutiny and review with the public being  
19 afforded an opportunity to express its opinion whether the job of Milwaukee  
20 County Supervisor should be full-time or part-time; and

21           WHEREAS, the Wisconsin Counties Association advises the national  
22 average size of County Boards is 6.23 members; and

23           WHEREAS, over the past decade Milwaukee County has experienced  
24 significant reduction in the number of employees and services provided  
25 including the elimination of major areas of responsibilities; and

26           WHEREAS, Milwaukee County government is the only Wisconsin county  
27 without unincorporated areas thus reducing the degree of county oversight  
28 required; and

29           WHEREAS, the public, in numerous public hearings and other  
30 communications, has expressed concern about current and future budget  
31 deficits facing Milwaukee County, and

32           WHEREAS, the public has demanded a thorough examination of cost-  
33 savings measures in all areas of county government, including the budget for  
34 the County Board of Supervisors; and

35           WHEREAS, the public has also raised questions on the size,  
36 responsibilities and cost of the Milwaukee County Board; and

37 WHEREAS, in light of Milwaukee County's pressing fiscal challenges  
38 and in the interest of determining the public's view of the proper role of the  
39 County Board, the citizens of our community should have an opportunity to  
40 have their say on whether the size of the County Board should be reduced and  
41 whether the position of County Board Supervisors should be full-time or part-  
42 time; and

43 WHEREAS, this referendum will provide the position of our community  
44 whether the size of the county board should be reduced and whether the  
45 position of County Board Supervisor should be determined to be part-time, with  
46 commensurate wages and benefits; now therefore,

47 NOW THEREFORE, BE IT RESOLVED, that advisory referenda  
48 concerning these issues shall proceed as follows:

49 Section 1. Referendum Election. The ----- Clerk is hereby directed to  
50 call an advisory referendum election to be held at the regularly scheduled  
51 election to be held on Tuesday, April 3, 2012.

52 Section 2. Official Referendum Ballot Form. The ballot to be used at the  
53 referendum election shall be prepared in accordance with Wisconsin Statutes  
54 and shall be substantially in the form attached hereto as Exhibit A.

Introduced at a regular meeting of the Common Council of the City of Franklin this 5th  
day of December, 2011, by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin  
this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

\_\_\_\_\_  
Thomas M. Taylor, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

56 EXHIBIT A  
57 OFFICIAL REFERENDUM BALLOT  
58 APRIL 3, 2012  
59

60  
61 If you desire to vote on the question, mark a cross ("X") in the square beneath the  
62 question after "YES" if in favor of the question or mark a cross ("X") in the square  
63 beneath the question after "NO" if opposed to the question.  
64

---

65  
66 **ADVISORY REFERENDUM**

67 Do you support compensating the position of Milwaukee County Supervisor  
68 at a level that reflects the position being considered part-time in nature?  
69

70 YES

NO

---

73  
74 **ADVISORY REFERENDUM**

75 Shall the size of the Milwaukee County Board of Supervisors be reduced  
76 from the current number of eighteen (18) Supervisors to nine (9)  
77 Supervisors?  
78

79 YES

NO

82  
83

<b>APPROVAL</b>  <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>12/06/11</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	Reschedule Committee of the Whole/Common Council meetings for January, 2012	<b>ITEM NUMBER</b>  <i>G.15</i>

Due to City offices closed on January 2, 2012, the Committee of the Whole meeting will need to be rescheduled. Below are two suggested schedules:

Committee of the Whole and Common Council meeting - January 3, 2012 at 6:30 p.m.  
Common Council meeting - January 17, 2012 at 6:30 p.m.

OR

Committee of the Whole meeting - January 9, 2012 at 6:30 pm.  
Common Council meeting - January 10, 2012 at 6:30 p.m.  
Common Council meeting - January 24, 2012 at 6:30 p.m.

### COUNCIL ACTION REQUESTED

Motion to approve the following January, 2012 schedule: \_\_\_\_\_

\_\_\_\_\_

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<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>12/06/11</b></p>
<p><b>Licenses and Permits</b></p>	<p><b>Miscellaneous Permits</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>H.1.</i></p>

See attached list from meeting of December 06, 2011.

**COUNCIL ACTION REQUESTED**



City of Franklin

9229 W. Loomis Road  
Franklin, WI 53132-9728

414-425-7500

License Committee  
Agenda\*  
Alderman's Room  
December 6, 2011 – 5:45 p.m.

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time</b>			
<b>2.</b>	<b>Applicant Interviews &amp; Decisions</b>				
	<b>License Applications Reviewed</b>		<b>Recommendations</b>		
<b>Type/ Time</b>	<b>Applicant Information</b>		<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
Operator 6:00 p.m.	<b>Van Patten, Kristen L</b> 300 W Uncas Ave Milwaukee, WI 53207 Hanley's & The Hideaway				
Operator	<b>Anders, Michael K</b> 11060 W Janesville Dr #6 Hales Corners, WI 53130				
Operator	<b>Brenneman, Tawny M</b> 6373 Riverdale Ln Greendale, WI 53129 Open Pantry				
Operator	<b>Furey, Mary E</b> 5219 S Lake Dr #7 Cudahy, WI 53110 Country Lanes				
Operator	<b>Mariani, Mollyann</b> 1130 S 76 <sup>th</sup> St West Allis, WI 53214 Romey's Place				
Operator	<b>Mudgett, Dale E</b> 9911 S 92 <sup>nd</sup> St Franklin, WI 53132 The Landmark				
Operator	<b>Pomietlo, Tonya L</b> 8339 S Newbury Dr #1606 Oak Creek, WI 53154 Eric's Setback				
Operator	<b>Stilwell, Sheila M</b> 1554 S 76 <sup>th</sup> st Caledonia, WI 53108 Employment - Not Known				
Operator	<b>Washkuhn, David A</b> 11201 W Mayers Dr Franklin, WI 53132 The Landmark				
Operator	<b>Zacher, Alyssa G</b> 595 E Shepard Hills Dr Oak Creek, WI 53154 The Bowery Bar & Grill				
<b>3.</b>	<b>Adjournment</b>		<b>Time</b>		

\*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel. Badke v. Greendale Village Board, even though the Common Council will not take formal action at this meeting.

<b>APPROVAL</b> <i>Shw Jw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>12/6/2011</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <i>I.1.</i>

Provided separately for Council approval is a list of vouchers Nos. 140755 through 140969 in the amount of \$ 1,275,054.47. Included in this listing is \$ 20,202.09 in Library vouchers and \$ 22,099.00 in fund 45 vouchers. The net City vouchers are \$1,232,753.38.

Approval is requested for the net payroll of November 18, 2011 in the amount of \$352,536.98.  
Approval is requested for the net payroll of December 2, 2011 in the amount of \$357,738.29.

**COUNCIL ACTION REQUESTED**

Motion approving net City vouchers in the range of Nos.140755 through 140969 in the amount of \$ 1,232,753.38.

Approval is requested for the net payroll of November 18, 2011 in the amount of \$352,536.98.  
Approval is requested for the net payroll of December 2, 2011 in the amount of \$357,738.29.