



CITY OF GLENDALE
5909 North Milwaukee River Parkway
Glendale, WI 53209

This meeting is in person, but will broadcast over Zoom.

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Meeting ID: 975 9968 6909

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AGENDA-COMMON COUNCIL MEETING

Monday, October 13, 2025
6:00 PM

1. Roll Call and Pledge of Allegiance

2. Public Comment

Glendale residents, business owners, and property owners are invited to speak to the Council on items that are not on tonight's agenda but are within the City's ability to regulate or control.

3. Consent Agenda

- a. Approval: Change Order 1 (Final Balancing) and Pay Request 2 (Final) — UPI, LLC for \$20,340.78 for the Clovernook Storm Sewer Replacement Project
- b. Approval: Change Order 3 (Final Balancing) and Pay Request 5 (Final) — UPI, LLC for \$72,241.86 for the 2024 Watermain Replacement Project
- c. September 22, 2025, Meeting Minutes

4. Unfinished Business

- a. Authorization to Execute: Amendment to the *Architectural Design Services Agreement* - with FGM Architects not to Exceed \$762,183

5. New Business

The public may speak to the Council prior to the beginning of deliberations on these items, provided they have notified their respective Alderperson or the Mayor in advance of this

meeting.

- a. Appointment: *Glendale Youth Council* — Evelyn Stoflet, Representing the Second District
- b. Presentation and Discussion: Electronic Communication Systems
- c. Presentation and Discussion: Agenda Software Program
- d. Review and Possible Action: *Approval* — 2026 North Shore Library Budget
- e. Review and Possible Action: *Authorization to Execute* — *Professional Services Agreement* for design of the Public Works Garage HVAC Replacement with Clark Dietz, not to exceed \$25,000
- f. Review and Possible Action: *Consider Authorizing the City Attorney to File a Mandamus Action* - Challenging the residential placement on Silver Spring Drive of two individuals deemed sexually violent under Chapter 980 of the Wisconsin Statutes.
- g. Review and Possible Action: Resolution - North Shore Fire Department 2026 Fees for Service
- h. Review and Possible Action: *Resolution* — Allowing an option for member municipalities of the North Shore Fire Department an exception to the levy limits for charges for the North Shore Fire Department pursuant to 2005 Wisconsin Act 484.
- i. Review and Possible Action: *Resolution* — Approving a “Single or Multi-Year Capital” Budget To Purchase Large Apparatus Equipment from 2026 to 2030
- j. Review and Possible Action: *Adoption* — Employee Handbook
- k. Review and Possible Action: *Ordinance* — Repealing and Replacing Sections 2.3.2 — City Officers; Tenure; Vacancies and 2.3.3 City Administrator

6. Commission, Committee, Board, and Staff Reports

This is an Opportunity for Council Members to Report on their Respective Committees, Commissions, Boards of which they serve as a Member and for Staff and Administrator updates.

7. Adjournment

The Common Council of Glendale currently holds meetings in person at City Hall, or an alternative physical location as allowed by the City Ordinance. As a courtesy to residents, Council meetings will also be made available live on Zoom virtual platform for viewing and possible participation. However, the City cannot guarantee the technology supporting the virtual viewing option will operate perfectly and continuously. The only way to guarantee the ability to offer public comment, or view the meeting uninterrupted, is to appear in person. If the Zoom platform fails, the

meeting will continue as scheduled.

SUBJECT: Change Order 1 (Final Balancing) and Pay Request 2 (Final) — UPI, LLC
for \$20,340.78 for the Clovernook Storm Sewer Replacement Project

FROM: Charlie Imig

MEETING: October 13, 2025 Common Council Meeting

MEETING DATE: October 13, 2025

FISCAL SUMMARY:

Budget Summary: Clovernook Storm Sewer Replacement Project

Budgeted Expenditure: \$20,340.78

Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA

Municipal Code: NA

BACKGROUND & ANALYSIS: The Clovernook Storm Sewer Replacement Project was completed in 2024. Additional punchlist work was completed in September 2025. All work is complete.

Clark Dietz prepared Change Order 1, a final balancing change order to adjust all contract quantities to reflect as-constructed amounts, resulting in an increase to the contract amount of \$5,736.12. Included in the change order is additional work performed, including:

- Storm sewer installation
- Driveway removal and replacement
- Ditching and sod restoration

The contractor has submitted Pay Request 2 (Final) in the amount of \$20,340.78. All retainage is released, and the project will be closed.

The original contract amount was \$167,359.00. The final contract amount is \$173,095.12.

Final Pay App #2: The contractor has requested \$20,340.78.

RECOMMENDATION: Staff recommends approval of Change Order 1 (Final Balancing), which will increase the contract amount by \$5,736.12, and approval of Pay Request 2 (Final) to UPI, LLC., in the amount of \$20,340.78.

ACTION REQUESTED: Motion to approve Change Order 1 (Final Balancing) and Pay Request 2 (Final) to UPI, LLC., in the amount of \$20,340.78 for all remaining work completed to date on the Clovernook Storm Sewer Replacement project.

ATTACHMENTS:

Clark Dietz Rec Letter CO 1 PR 2, Balancing Change Order Executed, Clovernook Pay App 2 Executed



October 1, 2025

The City of Glendale
ATTN: Charlie Imig, Director of City Services
5909 N. Milwaukee River Parkway
Glendale, WI 53209

Re: Clovernook Storm Sewer Replacement
Change Order 1 (Final Balancing) and Pay Application 2 (Final)

Dear Mr. Imig:

Attached are the Final Balancing Change Order and Pay Application 2 (Final) for the Clovernook Storm Sewer Replacement project from UPI, LLC. All work on the subject project is complete, including all punchlist work.

The Final Balancing Change Order results in an increase of \$5,736.12. The increase is due to the following items:

- Additional storm sewer installation
- Additional driveway removal and replacement
- Additional ditching and sod restoration

Change Order 1 increases the contract amount by \$5,736.12 to \$173,095.12. We confirmed the quantities and work performed and recommend the City approve the Final Balancing Change Order.

Pay Application 2 is the final pay application and includes release of retainage and closes out the project. We have reviewed the pay application and agree with the requested amount of \$20,340.78. Our engineering fees for design & construction are \$26,185.57. Please let me know if you have any questions.

Sincerely,

Clark Dietz, Inc.

Aaron P Poster

Aaron P Poster
Project Engineer
E-mail: aaron.poster@clarkdietz.com

Date of Issuance:	9/30/2025	Effective Date:	9/30/2025
Owner:	City of Glendale	Owner's Contract No.:	
Contractor:	UPI, LLC.	Contractor's Project No.:	
Engineer:	Clark Dietz, Inc.	Engineer's Project No.:	G05802024
Project:	Clovernook Storm Sewer Replacement	Contract Name:	Clovernook Storm Sewer Replacement

The Contract is modified as follows upon execution of this Change Order:

Description:

- Additional ditching and erosion control blanket within project limits.
- Balancing of quantities to field measured quantities.

Attachments: *Balance of Quantities Table*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>167,359.00</u>	Original Contract Times: Substantial Completion: <u>10/10/2024</u> Ready for Final Payment: <u>09/30/2025</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>167,359.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Increase of this Change Order: \$ <u>5,736.12</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>173,095.12</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>10/10/2024</u> Ready for Final Payment: <u>09/30/2025</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>Aaron P Poster</u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized		Contractor (Authorized		
Title: <u>Project Engineer</u>	Title _____	Title _____	Title _____	Title _____	Title _____
Date: <u>09/30/2025</u>	Date _____	Date _____	Date _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2 PAGES

TO OWNER:
City of Glendale
5909 N. Milwaukee River Parkway
Glendale, WI 53209
FROM CONTRACTOR:
UPI, LLC
2180 S. Springdale Rd.
New Berlin, WI 53146

PROJECT:
Clovernook Storm Sewer Replacement

VIA ARCHITECT:
Clark Dietz, Inc.
759 N. Milwaukee St.
Milwaukee, WI 53202

APPLICATION #: 2 *FINAL*
PERIOD TO: 09/27/24
PROJECT NOS: G05802024

CONTRACT DATE: 06/13/24

Distribution to:

☐	Owner
☐	Const. Mgr
☐	Architect
☐	Contractor

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	167,359.00
2. Net change by Change Orders-----	\$	994.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	168,353.00
4. TOTAL COMPLETED & STORED TO DATE-\$		173,095.12

(Column G on Continuation Sheet)

5. RETAINAGE:

a. _____ of Completed Work
(Columns D+E on Continuation Sheet) \$ _____

b. 10.0% of Stored Material
(Column F on Continuation Sheet) \$ _____

Total Retainage (Line 5a + 5b or

Total in Column 1 of Continuation Sheet----- \$ _____

6. TOTAL EARNED LESS RETAINAGE----- \$ 173,095.12
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)----- \$ 152,754.34

8. CURRENT PAYMENT DUE----- \$ 20,340.78

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$994.00	
Total approved this Month		
TOTALS	\$994.00	
NET CHANGES by Change Order	\$994.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: [Signature] Date: 6/26/25

State of: Wisconsin
County of: Waukesha

Subscribed and sworn to before
me this 26th day of June, 2025

Notary Public: [Signature]
My Commission expires: 8-9-2026

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

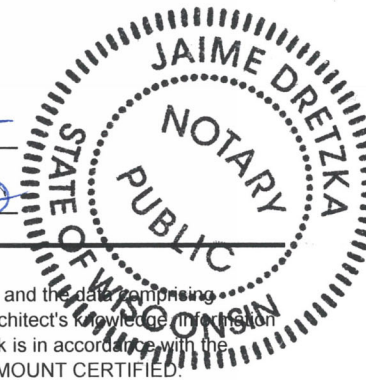
AMOUNT CERTIFIED ----- \$ 20,340.78

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Aaron P Poster Date: 9/30/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.





5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Approval: Change Order 3 (Final Balancing) and Pay Request 5 (Final) —
UPI, LLC for \$72,241.86 for the 2024 Watermain Replacement Project

FROM: Charlie Imig

MEETING: October 13, 2025 Common Council Meeting

MEETING DATE: October 13, 2025

FISCAL SUMMARY:

Budget Summary: NA

Budgeted Expenditure: NA

Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA

Municipal Code: NA

BACKGROUND & ANALYSIS: The 2024 Watermain Replacement Project was completed in 2024. Additional punchlist work was completed in Summer, 2025. All work is complete.

Change Order 3 (Final Balancing) results in a contract decrease of \$61,833.36 based on quantities not utilized during the construction process. The final contract amount of \$1,444,837.14 is less than the original contract amount of \$1,468,620.50.

The contractor has submitted Pay Request 5 (Final) in the amount of \$72,241.86. All retainage is released, and the project will be closed.

RECOMMENDATION: Staff recommends approval of Change Order 3 (Final Balancing) which will decrease the contract amount by \$61,833.36 and approval of Pay Request 5 (Final) to UPI, LLC. in the amount of \$72,241.86.

ACTION REQUESTED: Motion to approve Change Order 3 (Final Balancing) and Pay Request 5 (Final) to UPI, LLC. in the amount of \$72,241.86 for all remaining work completed to date on the

2024 Watermain Replacement project.

ATTACHMENTS:

Final Pay App #5 Glendale 2024 Water, Balancing Change Order Executed, Clark Dietz Rec Letter
CO 3 PR 5

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2 PAGES

TO OWNER:
City of Glendale
5909 N. Milwaukee River Parkway
Glendale, WI 53209
FROM CONTRACTOR:
UPI, LLC
2180 S. Springdale Rd.
New Berlin, WI 53146

PROJECT:
2024 Water Main Replacement

VIA ARCHITECT:
Clark Dietz, Inc.
759 N. Milwaukee St.
Milwaukee, WI 53202

APPLICATION #: 5
PERIOD TO: FINAL
PROJECT NOS: G05800580

CONTRACT DATE: 06/13/24

Distribution to:

☐	Owner
☐	Const. Mgr
☐	Architect
☐	Contractor

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	1,468,620.50	1,468,620.00
2. Net change by Change Orders-----	\$		45,960.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	1,514,580.50	1,514,580.00
4. TOTAL COMPLETED & STORED TO DATE-\$			1,444,837.14
(Column G on Continuation Sheet)			
5. RETAINAGE:			
a. _____ of Completed Work	\$		
(Columns D+E on Continuation Sheet)			
b. 10.0% of Stored Material	\$		
(Column F on Continuation Sheet)			
Total Retainage (Line 5a + 5b or			
Total in Column 1 of Continuation Sheet-----	\$		
6. TOTAL EARNED LESS RETAINAGE-----	\$		1,444,837.14
(Line 4 less Line 5 Total)			
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT			
(Line 6 from prior Certificate)-----	\$		1,372,595.28
8. CURRENT PAYMENT DUE-----	\$		72,241.86
9. BALANCE TO FINISH, INCLUDING RETAINAGE			
(Line 3 less Line 6)	\$		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$44,360.00	
Total approved this Month	\$1,600.00	
TOTALS	\$45,960.00	
NET CHANGES by Change Order	\$45,960.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By:

Date:

State of:

County of:

Subscribed and sworn to before
me this

Notary Public:

My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

9/30/2025

AMOUNT CERTIFIED ----- \$ \$72,241.86

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date: 9/30/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

Date of Issuance:	9/30/2025	Effective Date:	9/30/2025
Owner:	City of Glendale	Owner's Contract No.:	
Contractor:	UPI, LLC.	Contractor's Project No.:	
Engineer:	Clark Dietz, Inc.	Engineer's Project No.:	G0580581
Project:	2024 Watermain Construction	Contract Name:	2024 Watermain Construction

The Contract is modified as follows upon execution of this Change Order:

Description:

- Balancing of quantities to field measured quantities.

Attachments: *[List documents supporting change]*

Unit price summary and supporting documents

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,468,620.50</u>	Original Contract Times: Substantial Completion: <u>11/11/2024</u> Ready for Final Payment: <u>09/30/2025</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>45,960.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>1,514,580.50</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Decrease of this Change Order: \$ <u>61,833.36</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,444,837.14</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>11/11/2024</u> Ready for Final Payment: <u>09/30/2025</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>Aaron P Poster</u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized)		Contractor (Authorized)		
Title: <u>Project Engineer</u>	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: <u>09/30/2025</u>	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Change Order Balancing of Quantities				Current Contract Quantities		Proposed Change Order Quantities		Difference	
Item	Description	Unit Price	Unit	QTY	Total	QTY	Total	QTY	Total
460.5223	HMA Pavement 3 LT 58-28 S	\$99.70	TON	1320	\$ 131,604.00	1,208	\$ 120,408.69	-112	\$ (11,195.31)
460.5224	HMA Pavement 4 LT 58-28 S	\$84.00	TON	1370	\$ 115,080.00	1,451	\$ 121,882.32	81	\$ 6,802.32
530.0112	Culvert Pipe Corrugate Polythylene 12-inch	\$57.00	LF	63	\$ 3,591.00	67	\$ 3,819.00	4	\$ 228.00
530.0115	Culvert Pipe Corrugate Polythylene 15-inch	\$60.00	LF	28	\$ 1,680.00	28	\$ 1,680.00	0	\$ -
602.0505	Curb Ramp Detectable Warning Field Yellow	\$67.00	SF	20	\$ 1,340.00	20	\$ 1,340.00	0	\$ -
602.0410	Concrete Sidewalk 5-inch (Includes Removal)	\$9.30	SF	1950	\$ 18,135.00	2,150	\$ 19,998.72	200	\$ 1,863.72
602.0815	Concrete Driveway 7-inch (Includes Removal) (Undistributed)	\$10.80	SF	5500	\$ 59,400.00	3,007	\$ 32,477.54	-2,493	\$ (26,922.46)
611.8110	Adjusting Manhole Covers (Storm)	\$760.00	EACH	4	\$ 3,040.00	4	\$ 3,040.00	0	\$ -
628.7015	Inlet Protection, Type C	\$70.00	EACH	19	\$ 1,330.00	8	\$ 560.00	-11	\$ (770.00)
628.7504	Temporary Ditch Checks	\$87.00	EACH	25	\$ 2,175.00	0	\$ -	-25	\$ (2,175.00)
643.5000	Traffic Control	\$5,000.00	LS	1	\$ 5,000.00	1	\$ 5,000.00	0	\$ -
SPV.0035.01	Slurry Backfill Surcharge	\$84.00	CY	7	\$ 588.00	0	\$ -	-7	\$ (588.00)
SPV.0060.01	Fire Hydrant Assembly (Includes 6" Valve and Lead)	\$8,500.00	EACH	9	\$ 76,500.00	9	\$ 76,500.00	0	\$ -
SPV.0060.02	Fire Hydrant Removal (Includes Removing Valves)	\$495.00	EACH	9	\$ 4,455.00	9	\$ 4,455.00	0	\$ -
SPV.0060.03	Non-Pressure Connection	\$4,700.00	EACH	11	\$ 51,700.00	11	\$ 51,700.00	0	\$ -
SPV.0060.04	Gate Valve, 8-inch.	\$2,600.00	EACH	23	\$ 59,800.00	23	\$ 59,800.00	0	\$ -
SPV.0060.05	Abandon or Remove Existing Valve	\$270.00	EACH	17	\$ 4,590.00	17.0	\$ 4,590.00	0	\$ -
SPV.0060.06	Cut and Cap Existing Watermain	\$1,450.00	EACH	14	\$ 20,300.00	14.0	\$ 20,300.00	0	\$ -
SPV.0060.07	Sanitary Manhole Internal/External Seal and Adjustment (Undistributed)	\$1,240.00	EACH	13	\$ 16,120.00	13.0	\$ 16,120.00	0	\$ -
SPV.0060.08	Water Service Connection, 1in.	\$1,535.00	EACH	57	\$ 87,495.00	57.0	\$ 87,495.00	0	\$ -
SPV.0090.01	PVC Watermain, 8 in.	\$120.00	LF	2835	\$ 340,200.00	2,685.2	\$ 322,219.20	-150	\$ (17,980.80)
SPV.0090.03	Water Service Pipe, 1 in. (New Water Service)	\$75.00	LF	1725	\$ 129,375.00	1,757.0	\$ 131,775.00	32	\$ 2,400.00
SPV.0090.04	Driveway Culvert Remove and Replace (Undistributed)	\$55.00	LF	40	\$ 2,200.00	46.0	\$ 2,530.00	6	\$ 330.00
SPV.0090.05	Concrete Curb and Gutter Remove and Replace	\$65.00	LF	525	\$ 34,125.00	343.5	\$ 22,327.50	-182	\$ (11,797.50)
SPV.0105.01	Construction Staking	\$29,875.00	LS	1	\$ 29,875.00	1.0	\$ 29,875.00	0	\$ -
SPV.0180.01	Pulverize Full Depth Pavement	\$1.90	SY	5260	\$ 9,994.00	4,811.0	\$ 9,140.90	-449	\$ (853.10)
SPV.0180.02	Binder Pavement Patch, 4-inch (Undistributed)	\$37.00	SY	300	\$ 11,100.00	0.0	\$ -	-300	\$ (11,100.00)
SPV.0180.03	Sod Restoration	\$11.00	SY	1490	\$ 16,390.00	4,466.0	\$ 49,126.00	2,976	\$ 32,736.00
SPV.0060.09	Ardara Ave Milling Butt Joints	\$196.00	Each	25	\$ 4,900.00	25.0	\$ 4,900.00	0	\$ -
SPV.0180.04	Variable Depth Mill 2" CL to 3" Edge Mill	\$3.10	SY	3000	\$ 9,300.00	3,038.0	\$ 9,417.80	38	\$ 117.80
Alternate 2									
204.0124	Removing Asphaltic Surface Milling (4" Roadway)	\$51.50	SY	75	\$ 3,862.50	80.0	\$ 4,120.00	5	\$ 257.50
460.5223	HMA Pavement 3 LT 58-28 S	\$508.00	TON	10	\$ 5,080.00	0.0	\$ -	-10	\$ (5,080.00)
460.5224	HMA Pavement 4 LT 58-28 S	\$405.00	TON	10	\$ 4,050.00	19.6	\$ 7,950.15	10	\$ 3,900.15
602.0410	Concrete Sidewalk 5-inch (Includes Removal)	\$9.30	SF	30	\$ 279.00	12.0	\$ 111.60	-18	\$ (167.40)
602.0815	Concrete Driveway 7-inch (Includes Removal)	\$10.80	SF	560	\$ 6,048.00	170.0	\$ 1,836.00	-390	\$ (4,212.00)
SPV.0060.04	Gate Valve, 8-inch.	\$2,600.00	EACH	2	\$ 5,200.00	1.0	\$ 2,600.00	-1	\$ (2,600.00)
SPV.0060.05	Abandon or Remove Existing Valve	\$270.00	EACH	2	\$ 540.00	2.0	\$ 540.00	0	\$ -
SPV.0060.07	Sanitary Manhole Internal/External Seal and Adjustment (Undistributed)	\$1,240.00	EACH	1	\$ 1,240.00	0.0	\$ -	-1	\$ (1,240.00)
SPV.0060.08	Water Service Connection, 1in.	\$1,535.00	EACH	1	\$ 1,535.00	1.0	\$ 1,535.00	0	\$ -
SPV.0090.01	PVC Watermain, 8 in.	\$212.00	LF	152	\$ 32,224.00	103.1	\$ 21,848.72	-49	\$ (10,375.28)
SPV.0090.03	Water Service Pipe, 1 in. (New Water Service)	\$108.00	LF	20	\$ 2,160.00	16.0	\$ 1,728.00	-4	\$ (432.00)
SPV.0090.05	Concrete Curb and Gutter Remove and Replace	\$65.00	LF	27	\$ 1,755.00	12.0	\$ 780.00	-15	\$ (975.00)
SPV.0090.07	Existing Fence Remove, Salvage, and Replace	\$85.00	LF	10	\$ 850.00	0.0	\$ -	-10	\$ (850.00)
SPV.0180.03	Sod Restoration	\$11.00	SY	105	\$ 1,155.00	0.0	\$ -	-105	\$ (1,155.00)
Alternate 4									
SPV.0060.04	PVC Watermain, 8 in.	\$122.00	LF	1175	\$ 143,350.00	1,175.0	\$ 143,350.00	0	\$ -
SPV.0060.04	Driveway Culvert Replace	\$46.50	LF	40	\$ 1,860.00	0.0	\$ -	-40	\$ (1,860.00)
SPV.0060.04	Sod	\$11.00	SY	550	\$ 6,050.00	0.0	\$ -	-550	\$ (6,050.00)
Change Order									
	Replace Private Side Service	\$8,872.00	EACH	5	\$ 44,360.00	5	\$ 44,360.00	0	\$ -
	Brick Pavers Rochelle	\$1,600.00	LS	1	\$ 1,600.00	1	\$ 1,600.00	0	\$ -
Total				\$ 1,514,580.50		\$ 1,444,837.14		\$ (61,833.36)	



September 30, 2025

The City of Glendale
ATTN: Charlie Imig, Director of City Services
5909 N. Milwaukee River Parkway
Glendale, WI 53209

Re: 2024 Water Main Replacement Project
Change Order 3 (Final Balancing) and Pay Application 5 (Final)

Dear Mr. Imig:

Attached are Change Order 3 (Final Balancing) and Pay Application 5 (Final) for the subject project from UPI, LLC. All work is complete, including all punchlist work.

The Final Balancing Change Order results in a contract decrease of \$61,833.36 based on quantities not utilized during the construction process. The final contract amount of \$1,444,837.14 is less than the original contract amount of \$1,468,620.50.

We confirmed the quantities and work performed and recommend the City approve the Final Balancing Change Order.

Attached is the final Pay Application 5 for the 2024 Water Main Replacement project from UPI, LLC. This releases the retainage and closes out the project. We have reviewed the pay application and agree with requested amount of \$72,241.86. Our engineering fees for design were \$134,763.75. The engineering fees for construction are \$150,626.88. Please let me know if you have any questions.

Sincerely,

Clark Dietz, Inc.

Aaron P Poster
Project Engineer
E-mail: aaron.poster@clarkdietz.com



CITY OF GLENDALE
5909 North Milwaukee River Parkway
Glendale, WI 53209
MINUTES- Common Council

Monday, September 22, 2025

6:00 PM

1. Roll Call and Pledge of Allegiance

Mayor Bryan Kennedy called the Common Council Meeting to order at 6:00 PM.

Roll Call:

Present: Mayor Bryan Kennedy, Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, and Ald. Shaw.

Other Officials Present: City Administrator Karl Warwick, Assistant to the City Administrator Ben Polony, Finance Director Jialin Li, Deputy Clerk Abigail Slack, and City Attorney Nathan Bayer

Absent: None.

2. Public Comment

Glendale residents, business owners, and property owners are invited to speak to the Council on items that are not on tonight's agenda but are within the City's ability to regulate or control.

No public comment.

3. Consent Agenda

Motion made by Ald. Shaw, and seconded by Ald. Bailey to Adopt the Consent Agenda. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, and Ald. Shaw. Noes: None. Abstain: None. Absent: None.

- a. July Monthly Report
- b. August Monthly Report
- c. September 8, 2025 Meeting Minutes

4. Unfinished Business

- a. Review and Possible Action: *Ordinance* - Amending Schedule A Speed Limits to lower the Speed Limit on Green Bay Road between West Brantwood Avenue and Good Hope Road from 40 miles per hour to 35 miles per hour.

Motion made by Ald. Schmelzling, and seconded by Ald. Bailey to approve the Ordinance - Amending Schedule A Speed Limits to lower the Speed Limit on Green Bay Road between West Brantwood Avenue and Good Hope Road from 40 miles per hour to 35 miles per hour. Ayes: Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, and Ald. Shaw. Noes: None. Abstain: Ald. Vukovic. Absent: None.

5. New Business

The public may speak to the Council prior to the beginning of deliberations on these items, provided they have notified their respective Alderperson or the Mayor in advance of this meeting.

a. Review and Possible Action: *Acceptance of Filing* - 2024 Financial Audit

Jake Lenell, serving as the official Representative for CLA, delivered a detailed PowerPoint presentation before the Council in order to provide an overview and facilitate discussion regarding the findings and results of the 2024 Financial Audit.

b. Review and Possible Action: *Authorization to Execute* - Amendment to the Tower/Rooftop Lease regarding the leased premises located at 7007 N. Range Line Rd with T-Mobile Central LLC

City Administrator Karl Warwick briefly discussed the Amended Lease with T-Mobile for a Cell Tower at 7007 N. Range Line Road. Motion made by Ald. Schmelzling, and seconded by Ald. Bailey to approve the Amended Lease with T-Mobile for a Cell Tower at 7007 N. Range Line Road. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, and Ald. Shaw. Noes: None. Abstain: None. Absent: None.

c. Review and Possible Action: *Authorization to Execute* - Multi-Year Lease Agreement with BTS Towers, LLC for a Cell Tower at 7007 N. Range Line Road

City Administrator Karl Warwick briefly discussed the Multi-Year Lease Agreement with BTS Towers, LLC for a Cell Tower at 7007 N. Range Line Road. Motion made by Ald. Daugherty, and seconded by Ald. Gelhard to approve the Multi-Year Lease Agreement with BTS Towers, LLC for a Cell Tower at 7007 N. Range Line Road. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, and Ald. Shaw. Noes: None. Abstain: None. Absent: None.

d. Review and Possible Action: *Approval* - 2026 Budget Schedule

City Administrator Karl Warwick briefly discussed the 2026 Budget Schedule, which he proposed will be completed by December 8th, 2025. Motion made by Ald. Daugherty, and seconded by Ald. Schmelzling to approve the 2026 Budget Schedule. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, and Ald. Shaw. Noes: None. Abstain: None. Absent: None.

e. Review and Possible Action: *Ordinance* — Amending Chapter 8.5 Recycling in accordance with the Department of Natural Resources (DNR) revised administrative code that oversees Responsible Units' (RUs) effective recycling programs and other aspects of Wisconsin's recycling law

Director of Public Works Charlie Imig discussed the Department of Natural Resources (DNR) revised administrative code that oversees Responsible Units (RUs). Motion made by Ald. Daugherty, and seconded by Ald. Gelhard to amend Chapter 8.5 Recycling in accordance with the Department of Natural Resources (DNR) revised administrative code that oversees Responsible Units' (RUs) effective recycling programs and other aspects of Wisconsin's recycling law. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, and Ald. Shaw. Noes: None. Abstain: None. Absent: None.

- f. Review and Possible Action: *Authorization to Execute* - Agreement with Camosy Construction for Construction Pre-Construction Cost Estimation Services for the Glendale Police Station, not to Exceed \$30,000

Chief Fugman briefly discussed the Police Department's Agreement with Camosy Construction for Pre-Construction Cost Estimation Services. Motion made by Ald. Schmelzling, and seconded by Ald. Gelhard to approve the Agreement with Camosy Construction for Construction Pre-Construction Cost Estimation Services for the Glendale Police Station, not to Exceed \$30,000. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, and Ald. Shaw. Noes: None. Abstain: None. Absent: None.

6. Commission, Committee, Board, and Staff Reports

This is an Opportunity for Council Members to Report on their Respective Committees, Commissions, Boards of which they serve as a Member and for Staff and Administrator updates.

7. Closed Session

The Common Council will consider going into closed session pursuant to Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel for the City in order to receive advice concerning a strategy to be adopted by the City in the legal challenge to the placement of two sex offenders on Silver Spring Drive, including possible appeal or new mandamus action.

Motion made by Ald. Gelhard, and seconded by Ald. Bailey to continue the Common Council Meeting in Closed Session. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, and Ald. Shaw. Noes: None. Abstain: None. Absent: None.

8. Return to Open Session

Motion made by Ald. Gelhard, and seconded by Ald. Shaw to return to the Common Council Meeting in Open Session. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, and Ald. Shaw. Noes: None. Abstain: None. Absent: None.

9. Adjournment

Motion made by Ald. Daugherty, and seconded by Ald. Gelhard to adjourn the Common Council Meeting at 7:09 PM.

[MIN_SIGNATURES]

SUBJECT: Amendment to the *Architectural Design Services Agreement* - with FGM Architects not to Exceed 762,183

FROM: [AGENDA_ITEM_CUSTOM_TEXT_4]

MEETING: October 13, 2025 Common Council Meeting

MEETING DATE: October 13, 2025

FISCAL SUMMARY:

Budget Summary:

Budgeted Expenditure: 762,183

Budgeted Revenue:

STATUTORY REFERENCE:

Wisconsin Statutes: NA

Municipal Code: NA

BACKGROUND & ANALYSIS: The City has received the cost estimate for the Police station remodel project as well as cost estimates for all other components of this project. This amendment to the agreement with FGM for an additional \$762,183 is for FGMA's remaining phases that include Design Development, Construction Documents, Bidding Assistance, and Construction Administration.

Construction management and construction costs are not included in this amendment. An agreement for construction management services would be brought to the Council at a later date. Below is the total current cost estimate. The Capital Improvement Plan includes a total cost estimate of more than \$10 million.

\$115,000	Schematic Design (previously approved)	FGM Architects
\$30,000	Cost Estimation Services (Previously Approved	Camosy Construction
\$179,337	Design Development (Agreement Amendment)	FGM Architects
\$358,675	Construction Documents (Agreement Amendment)	FGM Architects

\$44,834	Bidding Assistance (Agreement Amendment)	FGM Architects
\$179,337	Construction Administration	FGM Architects
\$244,550	Construction Management	Cost Estimate
\$1,689,745	Total Soft Costs	Cost Estimate
\$8,151,696	Construction Estimate	Cost Estimate
\$9,841,441	Total Cost Estimate	Cost Estimate

RECOMMENDATION: [AGENDA_ITEM_CUSTOM_TEXT_5]

ACTION REQUESTED: [AGENDA_ITEM_CUSTOM_TEXT_6]

ATTACHMENTS:

G802-2017 - Amendment to Professional Services Agreement DRAFT

DRAFT

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Police Department Renovation
5909 North Milwaukee River Parkway

AGREEMENT INFORMATION:
Date: 07/22/2025

AMENDMENT INFORMATION:
Amendment Number: 1
Date: 10/08/2025

OWNER: *(name and address)*
City of Glendale
5909 North Milwaukee River Parkway

ARCHITECT: *(name and address)*
FGM Architects
219 N Milwaukee St., Milwaukee, WI

The Owner and Architect amend the Agreement as follows:

This amendment authorizes FGM Architects to proceed with the Design Development Phase through Construction Administration phases for the above mentioned Project. It represents the acceptance of the Schematic Design budget performed by Camosy Construction, who performed an independent third party cost estimate, dated October 7, 2025. This amendment outlines an adjustment to the FGM Architects design fee based on the increased Owner budget for the Cost of Work provided in the Cost Estimate.

This amendment excludes the following work, which may be provided as Additional Services via a negotiated sum at a future time yet to be determined. The Architect shall not proceed to provide the following Additional Services until the Architect receives written authorization from the Owner:

1. The research and design services related to adding photovoltaic systems to any part of the current Area of Work or other police department portions of the campus buildings.
2. Assisting the Owner in the designs of new camera, security, and access control systems for various city owned buildings on the campus.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

The compensation for the design fee to the Architect shall remain Eleven Percent (11) % of the Owner's budget for the Cost of Work. The design fee is based on the Cost Estimate, dated October 7, 2025.

The Cost Estimate is Eight Million One Hundred Fifty One Thousand, Six Hundred Ninety Six Dollars (\$8,151,696.00).

Per the B133 Contract dated July 22, 2025, under Article 11.1, FGM Architects agreed to perform the work for Schematic Design for a set fee of \$115,500.00. As such, no adjustment is to be made for Schematic Design.

The remaining phases, however, per Article 11, shall be adjusted based on the cost estimate, and shall be billed at the percentages shown in the original contract.

Summary:

Schematic Design Phase: \$115,500. This was a set fee and shall not change.

The compensation for the following phases are adjusted based on the cost estimate, dated October 7, 2025:

Design Development Phase, represents 20% of the fee: \$179,337.00.

Construction Documents Phase, represents 40% of the fee: \$358,675.00.

Bidding & Negotiation Phase, represents 5% of the fee: \$44,834.00.

Construction Administration Phase, represents 20% of the fee: \$179,337.00.

These figures shall apply, however, per Article 11, should the number increase, as the fee is percentage based, it will adjust accordingly. However, as a base set of assumptions for design, should that number decrease, the fee will not decrease.

Schedule Adjustment:

This amendment does not modify the current schedule.

SIGNATURES:

FGM Architects

ARCHITECT (*Firm name*)

City of Glendale

OWNER (*Firm name*)

SIGNATURE

Brian Wright, AIA

Principal in Charge

PRINTED NAME AND TITLE

10/08/2025

DATE

SIGNATURE

Karl Warwick

City Administrator

PRINTED NAME AND TITLE

DATE



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Glendale Youth Council - Evelyn Stoflet, Representing the Second District

FROM: Ben Polony, Assistant to the Administrator

MEETING: October 13, 2025 Common Council Meeting

MEETING DATE: October 13, 2025

FISCAL SUMMARY:

Budget Summary: NA

Budgeted Expenditure: NA

Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA

Municipal Code: NA

BACKGROUND & ANALYSIS: The second district seat for the Glendale youth council was vacated, and Evelyn Stoflet is the new appointee for the seat.

RECOMMENDATION: Appoint Evelyn Stoflet to the Glendale Youth Commission.

ACTION REQUESTED: Appoint Evelyn Stoflet to the Glendale Youth Commission.

ATTACHMENTS:

None



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Presentation on the City's Electronic Communication Systems

FROM: Ben Polony, Assistant to the Administrator

MEETING: October 13, 2025 Common Council Meeting

MEETING DATE: October 13, 2025

FISCAL SUMMARY:

Budget Summary: NA

Budgeted Expenditure: NA

Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA

Municipal Code: NA

BACKGROUND & ANALYSIS: Staff will provide a presentation on the City's electronic communication systems.

RECOMMENDATION: View the presentation.

ACTION REQUESTED: View the presentation.

ATTACHMENTS:

None

CONSTANT CONTACT



OVERVIEW

Data collection
Enhanced design (professional graphic design included)
Click ability
Text messaging
Richer integrations (Eventbrite, SurveyMonkey, Canva, WordPress, etc.)

LOOKS

Before



After



CURRENT RESULTS

AS OF OCTOBER 3, 2025

Total contacts Contact growth  **Grow**

422

33

↑ 8%

Sent
2,035 (100%)

Delivered
1,997 (98%)

Opened
1,462 (73%)

Clicked
288 (14%)

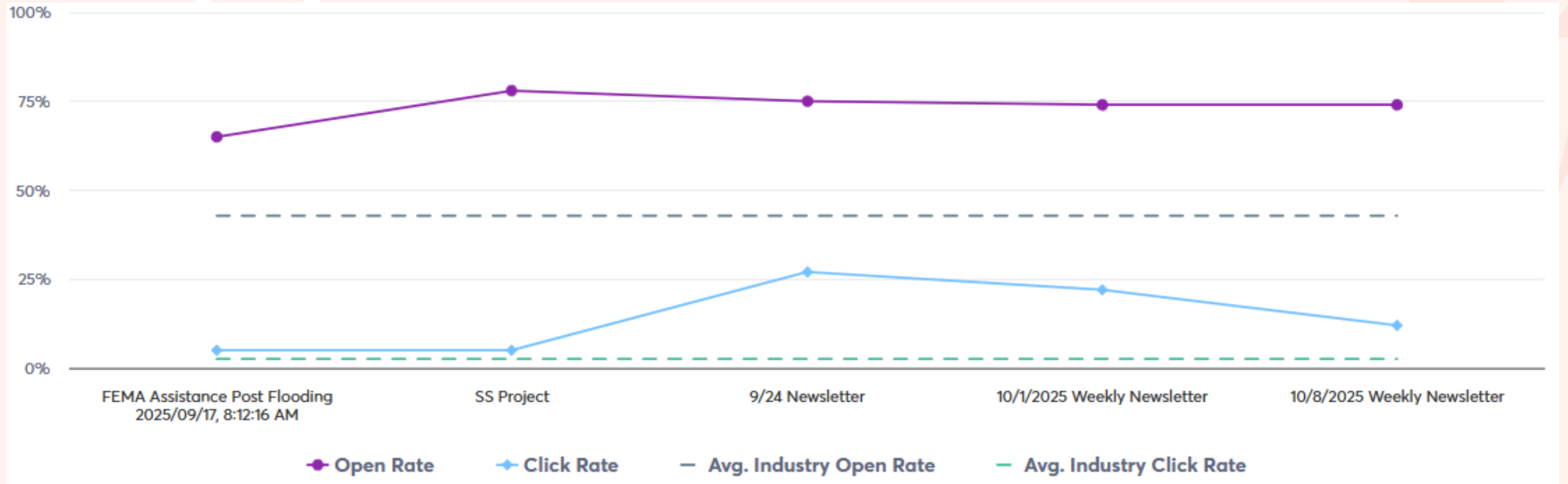
Overall open rate

+30% vs industry average

Overall click rate

+12% vs industry average

CAMPAIGN RESULTS



DATA

Top performing campaigns by Open Rate

Open Rate ▾



Top performing campaigns by Click Rate

Click Rate ▾





FUTURE INITIATIVES

1. Grow our contact. Grow our list of residents, businesses, and visitors to 500+ in 2026
2. Surveying. Integrating surveys and the likes to gather feedback from the community on topics.
3. Community engagement. Utilize the platforms data and accessibility to develop better community engagement.



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Presentation on Agenda Software Program.

FROM: Ben Polony, Assistant to the Administrator

MEETING: October 13, 2025 Common Council Meeting

MEETING DATE: October 13, 2025

FISCAL SUMMARY:

Budget Summary: NA

Budgeted Expenditure: NA

Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA

Municipal Code: NA

BACKGROUND & ANALYSIS: Staff will make a presentation on the City's agenda software to describe the various options for reviewing the City's agenda software program.

RECOMMENDATION: View the presentation.

ACTION REQUESTED: View the presentation.

ATTACHMENTS:

None



AGENDA MANAGEMENT SOFTWARE

AGENDAS

Agendas

Benjamin Polony

August 11, 2025 Common Council Meeting

Agenda

Packet

1. Roll Call and Pledge of Allegiance

2. Public Comment

3. Consent Agenda

a. Cancellation: August 25th Common Council Meeting

b. Approval: Accounts Payable

c. Final Payment: 2024 Roadway Resurfacing Project - Wolf Paving, Co., Inc for \$15,586.41

d. Adoption of the Minutes: July 28th, 2025 Common Council Meeting

4. New Business

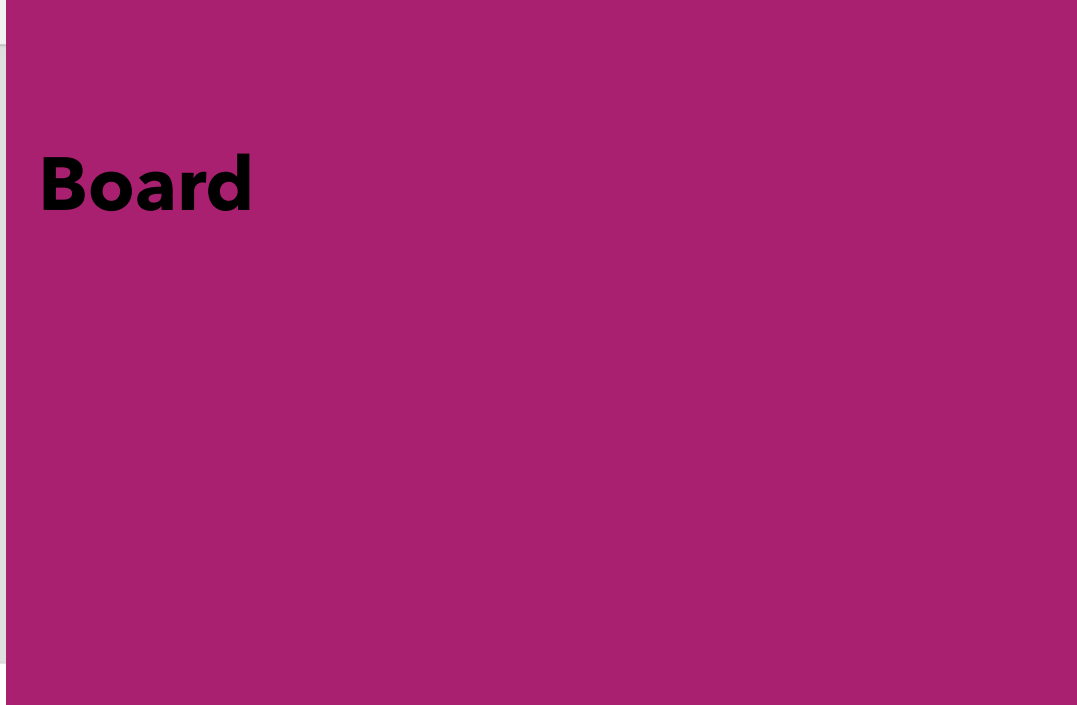
AGENDAS

MINUTES

CIVICPLUS
Agenda and Meeting Management

NOTES

MEDIA



Board



Public

Glendale Wisconsin
Agendas & Minutes

September 2025

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From Date

To Date

VIEW TODAY

Past Events

6:00 PM CST

Planning and Architectural Review Commission

Coming Up

Monday

SEP 8, 2025

6:00 PM CST

Common Council Meeting

5909 North Milwaukee River Parkway Glendale, WI 53209

Common Council

Monday

SEP 22, 2025

6:00 PM CST

Common Council Meeting

5909 North Milwaukee River Parkway Glendale, WI 53209

Common Council

Tuesday

OCT 7, 2025

6:00 PM CST

Planning and Architectural Review Commission

City Hall 5909 North Milwaukee River Parkway Glendale, Wisconsin 53209

Planning and Architectural Review Commission

SIGN IN

Welcome to Glendale's Agenda and Minutes portal. To find a meeting please use the calendar widget or the following list of events. Scroll up to populate past meetings and scroll down to show future meetings. Please use the search bar to look up specific items/meetings. The Event Category drop-down filters meetings by board(s).

Event Categories

Type or select an event category to filter...

Search

Search all content...

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← AGENDA DETAILS

Agendas

Q Benjamin Polony

★

August 11, 2025 Common Council Meeting

4. New Business

4.a. Review and Possible Action: Authorization to Execute - 2025-2026 School Resource Officer Shared Services Agreement

CREATED BY:
Rhett Fugman

DEPARTMENT:
Police Department

SPONSORS:

RECOMMENDED ACTION:

Attachments

Common Council Item Memo

SRO Shared Services Agreement and MOU

Speakers

No Speakers

Notes (Private)

PREVIOUS ITEM

NEXT ITEM

AGENDAS

MINUTES

CIVICPLUS
Agenda and Meeting Management

NOTES

MEDIA

Board

Public

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Agendas & Minutes

Common Council Meeting - September 08, 2025

SIGN IN

Meeting Overview

Agenda

Agenda Packet

Meeting Files

Share Meeting

a. Adoption of the Minutes: August 11...

August 11, 2025
Common Council
Meeting Minutes

b. Approval: Final Pay Request - LaLo...

Memo - 2024 ARPA
Sidewalk Pay Request 3

ARPA Pay Request 3
Recommendation - Clark
Dietz

c. Approval: Accounts Payable

Accounts Payable Report
For Council Meeting 9-8-
25

d. Approval: Fall 2025 Newsletter

2025 Fall Newsletter

a. Review: Speed Limit Study on Nort...

Common Council Item
Memo

1 of 2

Automatic Zoom



CITY OF GLENDALE
5909 North Milwaukee River Parkway
Glendale, WI 53209

This meeting is in person, but will broadcast over Zoom.
Join Zoom Meeting
<https://zoom.us/j/97599686909>
Meeting ID: 975 9968 6909
+1 312 626 6799 US (Chicago)

AGENDA-COMMON COUNCIL MEETING

Monday, September 8, 2025
6:00 PM

1. Roll Call and Pledge of Allegiance

2. Public Comment
Glendale residents, business owners, and property owners are invited to speak to the Council on items that are not on tonight's agenda but are within the City's ability to regulate or control.

3. Consent Agenda

SUBJECT: 2026 North Shore Library Budget

FROM: Karl Warwick, City Administrator

MEETING: October 13, 2025 Common Council Meeting

MEETING DATE: October 13, 2025

FISCAL SUMMARY:

Budget Summary: North Shore Library
Budgeted Expenditure: \$506,954.51
Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA
Municipal Code: NA

BACKGROUND & ANALYSIS: The North Shore Library Agreement limits the annual increases to "not exceed the average of the Member Agencies' previous year's levy limits percentage increases, plus one percent (1%)." The permitted 2026 increase is 2.34%. The Library Board approved a library operating budget is 1.1% above the allowable limit (3.4%). The 1% increase is worth approximately \$9,000 in the Library Budget.

The 2026 Library budget includes \$14,000 for property and liability insurance. In 2025, an audit of library operations was conducted to determine costs for the new library building. It was discovered that the library facility lacked property and liability insurance coverage. The Budget also includes several months of CAM charges at both facilities in the event the library is charged while at both facilities during the move. The additional cost is \$8,000, though it may not be necessary. Without these costs, the municipal library contribution increase would have been 1.1%.

Since the increase is in addition to the percentage in the agreement, all municipalities must approve any increase that exceeds the levy limit.

Section 2 of the North Shore Library Agreement

Annual operating expense budget increases shall not exceed the average of the Member Agencies' previous year's levy limits percentage increases, plus one percent (1%), for operating expenses of the Library. Should a Member Agency's levy limit exceed the other Member Agencies' levy limits by more than one percent (1%), that Member Agency's levy limit increase shall be removed from the calculation. The Board, moreover, is not required to seek or obtain Member Agencies' approval if the Board presents and adopts an operating expense budget within the 1% limit. Member Agencies, by written unanimous consent, may increase the budgeted allocation beyond the allowable annual increase set forth in this Section 2.

RECOMMENDATION: Approve the 2026 North Shore Library Budget.

ACTION REQUESTED: Approve the 2026 North Shore Library Budget.

ATTACHMENTS:

None

SUBJECT: *Authorization to Execute — Professional Services Agreement for design of the Public Works Garage HVAC Replacement with Clark Dietz, not to exceed \$25,000*

FROM: Karl Warwick, City Administrator

MEETING: October 13, 2025 Common Council Meeting

MEETING DATE: October 13, 2025

FISCAL SUMMARY:

Budget Summary: Public Works Garage HVAC Replacement with Clark Dietz
Budgeted Expenditure: \$25,000
Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA
Municipal Code: NA

BACKGROUND & ANALYSIS: The current HVAC system in the public works garage area does not comply with various regulatory requirements for ventilation systems. The HVAC system requires these repairs, and to maximize the City's opportunity to perform the work at the lowest possible cost, it is recommended that the system be designed prior to bidding. The cost for this project is included in the adopted 2025 budget.

RECOMMENDATION: Authorize the execution of a Professional Services Agreement for the design of the Public Works Garage HVAC Replacement with Clark Dietz, not to exceed \$25,000.

ACTION REQUESTED: Authorize the execution of a Professional Services Agreement for the design of the Public Works Garage HVAC Replacement with Clark Dietz, not to exceed \$25,000.

ATTACHMENTS:

Public Works Garage HVAC Replacement - Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

Public Works Garage HVAC Replacement

This Agreement is by and between

City of Glendale ("Client")

5909 N. Milwaukee River Parkway
Glendale, WI 53209

and

Clark Dietz, Inc. ("Clark Dietz")

759 N. Milwaukee St # 624,
Milwaukee, WI 53202

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in PART I - SERVICES BY CLARK DIETZ, and Clark Dietz agrees to perform the Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

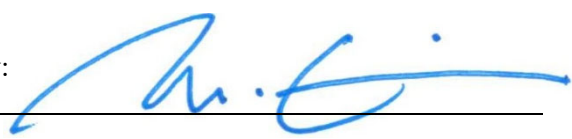
Agreed to by Client

By: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By:  _____

Title: Executive Vice President

Date: September 16, 2025

PART I
SERVICES BY CLARK DIETZ

A. Project Description

Existing HVAC system at the City of Glendale Public Works garage is at the end of its useful life. The city contacted Clark Dietz to evaluate exiting HVAC system serving the public works garage area.

Clark Dietz will be the lead consultant on the project and will provide all MEP services. Existing HVAC systems serving the garage portion of the facility will be reviewed and documents will be prepared so contractor bids can be received.

B. Scope

Existing HVAC systems within City of Glendale Public Works Department:

- Gas fired Make-up Air unit, 18,700 CFM.
- Roof Mounted exhaust fans (2) 9,350 CFM.
- Roof Mounted exhaust fan, 1,400 CFM
- Low pressure galvanized ductwork for all supply, exhaust, and outside air.

1. PRELIMINARY DESIGN DEVELOPMENT PHASE

- a. Prepare development drawings to accurately define the abovementioned work that includes:
 - 1) HVAC and Electrical Demolition drawings
 - 2) HVAC and Electrical New Work drawings
 - 3) Details and equipment schedules
- b. Prepare CSI format Table of Contents for specification sections to be included in the bid documents.
- c. Prepare an engineer's opinion of probable construction costs.
- d. Submit design development documents to the City.
- e. Conduct one review meeting with City Staff.

2. FINAL DESIGN PHASE

- a. Prepare final drawings to be used as bid documents for the abovementioned work that includes:
 - 1) HVAC and Electrical Demolition drawings
 - 2) HVAC and Electrical New Work drawings
 - 3) Details and equipment schedules
3. Prepare CSI format technical specification sections to be included in the bid documents.
4. Prepare an engineer's opinion of probable construction costs.
5. Conduct a final review meeting with City Staff.

C. Schedule

Clark Dietz can submit the PRELIMINARY DESIGN documents to the City of Glendale within Six (6) weeks of receipt of an executed contract and FINAL DESIGN documents within Four (4) weeks preliminary design approval.

D. Assumptions/Conditions (if applicable)

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project.
2. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
3. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
4. Public Works will provide access to the building and the available original building plans and specifications.
5. Clark Dietz assumes that the existing electrical service is sufficient to feed power to the new equipment.
6. Architectural work is not expected to be a part of this work. If changes in the building envelope or interior are required or requested by the City, architectural service can be added at additional cost.
7. This fee proposal specifically excludes the following scope items.
 - a. This proposal excludes any involvement by Clark Dietz in coordination, survey or abatement design services relative to hazardous materials.
 - b. No detailed computer energy modeling will be performed.
 - c. Bidding and Construction phase services.

The tasks below can be performed for an additional fee:

1. Processing of local or state permits;

The list above is not all-inclusive.

PART II

CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the Services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Nirav T. Patel.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

PART III COMPENSATION

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I - SERVICES BY CLARK DIETZ of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$25,000, and shall include the following:
 - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
 - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

1. Timing/Format
 - a. Invoices shall be submitted monthly for Services completed at the time of billing. Invoices shall be considered past due if not paid within 45 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by the Client.
 - b. If payment in full is not received by Clark Dietz within 45 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 45 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
 - d. Client shall make payments to Clark Dietz using one of the following methods:
 - 1) CLARK DIETZ LOCKBOX:
Clark Dietz, Inc.
125 West Church Street
Champaign, IL 61820
 - 2) ELECTRONIC FUNDS/ACH PAYMENT:
Account Name : Clark Dietz, Inc
Bank Name: Hickory Point Bank and Trust
Address: 225 N. Water St.
City/State/Zip: Decatur, Il 62523
Account Number: 3911880
ABA Routing Number: 071124805
 - 3) WIRE TRANSFER (**Wire fees are the responsibility of the sending party*)
Bank Name: Hickory Point Bank and Trust
Address: 225 N. Water St.
City/State/Zip: Decatur, Il 62523
ABA/Routing Number: 071124805
Account Title: Clark Dietz, Inc.

Account Address: 125 W. Church St.
City/State/Zip: Champaign, IL 61820-3510
Account Number: 3911880

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for Clark Dietz to perform its services, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Clark Dietz, the Client agrees that all such electronic files are instruments of service of Clark Dietz, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of Clark Dietz. The Client further agrees that Clark Dietz shall have no responsibility or liability to Client or others for any changes made by anyone other than Clark Dietz or for any reuse of the electronic files without the prior written consent of Clark Dietz.

Any changes to the electronic specifications by either the Client or Clark Dietz are subject to review and acceptance by the other party. If Clark Dietz is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants (collectively, Clark Dietz) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Clark Dietz or from any use or reuse of the electronic files without the prior written consent of Clark Dietz.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the services and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Clark Dietz. Clark Dietz's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Clark Dietz because of this Agreement or the performance or nonperformance of services hereunder. The Client and Clark Dietz agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.
- The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.
- Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
15. **LIMITATIONS OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and Clark Dietz, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed Clark Dietz's total fee for services rendered on this Project, or \$25,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
16. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor Clark Dietz, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Clark Dietz shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
17. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.
18. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.
19. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.
20. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.
21. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants.
22. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

23. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
24. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.
25. DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

SUBJECT: Consider authorizing the city attorney to file a mandamus action challenging the residential placement on Silver Spring Drive of two individuals deemed sexually violent under Chapter 980 of the Wisconsin Statutes.

FROM: Nathan Bayer, City Attorney

MEETING: October 13, 2025 Common Council Meeting

MEETING DATE: October 13, 2025

FISCAL SUMMARY:

Budget Summary: NA

Budgeted Expenditure: NA

Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA

Municipal Code: NA

BACKGROUND & ANALYSIS: Chapter 980 of the Wisconsin Statutes allows those convicted of certain offenses to be classified as “sexually violent” and hospitalized after their full criminal sentence has been served. If and when those defendants are deemed fit for release, Chapter 980 prohibits them from being housed within 1,500 feet of any school premises, child care facility, public park, place of worship, or youth center.

Under Wis. Stat. Sec. 980.08(4)(dm), a Milwaukee County Committee is charged with determining an appropriate placement for “sexually violent” individuals who are released. That committee placed two such offenders (Robert McGee and Donald Williams) at the same property on Silver Spring Drive in Milwaukee, just over the Glendale border. Contrary to Wis. Stat. Sec. 980.08(4)(dm)(1)(a), the residence lies within 1,500 feet of public parks, child care facilities, and youth centers, all of which lie in Glendale. The purpose of the mandamus action is to have a court rule that the statute was violated and direct the committee to find another placement for McGee and Williams.

RECOMMENDATION: Authorize the city attorney to file a mandamus action challenging the residential placement on Silver Spring Drive of two individuals deemed sexually violent under Chapter 980 of the Wisconsin Statutes.

ACTION REQUESTED: Authorize the city attorney to file a mandamus action challenging the residential placement on Silver Spring Drive of two individuals deemed sexually violent under Chapter 980 of the Wisconsin Statutes.

ATTACHMENTS:

None



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: North Shore Fire Department 2026 Fees for Service

FROM: Karl Warwick, City Administrator

MEETING: October 13, 2025 Common Council Meeting

MEETING DATE: October 13, 2025

FISCAL SUMMARY:

Budget Summary: NA

Budgeted Expenditure: NA

Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA

Municipal Code: NA

BACKGROUND & ANALYSIS: See enclosed memorandum from Chief Whitaker

RECOMMENDATION: Approve the Resolution adopting the North Shore Fire Department 2026 Fees for Service.

ACTION REQUESTED: Approve the Resolution adopting the North Shore Fire Department 2026 Fees for Service.

ATTACHMENTS:

Memo to Municipal Boards and Councils re Resolution 25-03 2026 Fee Schedule, 2026 Fees for Service Schedule, Resolution 2025-03 for 2026 Fee for Service SIGNED, Resolution for Governing Municipalities 2026 Fees for Service

NORTH SHORE

19 FIRE RESCUE 95

MEMORANDUM

TO: NSFD Municipal Boards/Council

FROM: Chief Whitaker

DATE: September 30, 2025

SUBJECT: Resolution 25-03 2026 Fee Schedule

Enclosed is the proposed 2026 Fee for Service Schedule and Resolution 25-03 that has been recommended to the NSFD Member Municipal Boards and Council for adoption.

The Fee Schedule is annually updated by the Board of Directors and requires that at least five of the seven member municipalities pass a local resolution regarding the fee schedule at the Council/Board level. The North Shore Fire Services Agreement requires the North Shore Fire Department Board recommend approval of a fee schedule to the member municipalities prior to action at the local Council/Board level. There are three different types of fees charged by the Department, fees for emergency services, fees for fire prevention permits/inspections and administrative fees.

Fees for Emergency Services

Fees for Emergency Services primarily consist of fees for emergency medical services provided by the Department. Fees for emergency services account for 17% of Fund 25 (Operating) Revenue.

As part of the recently completed Long Range Financial Plan, the Plan Sub-Committee reviewed Staff's proposal to move from an itemized billing method to a bundled billing method. The Committee also reviewed the current EMS fees to determine whether the Department's fees for ambulance transport should be adjusted to reflect market rates and costs to provide the service.

- **Itemized vs. Bundled Billing:** There has been a shift in the ambulance industry to move from itemized to bundled billing to simplify the billing process for the patient, providers

in the field and the staff completing the billing. Bundled billing also has historically reduced the number of rejections for payment by government payors.

Bundled billing is a single, all-inclusive charge for ambulance transport. It covers the base service rate plus supplies, medications and procedures used during the transport. Itemized billing charges for each service, supply, medication and procedure.

In consultation with the firm that assists the Department with billing for EMS services, Staff evaluated the average charges for each level of transport and the payor mix for the Department.

Item	2025	2024/2025 Average with Supplies
BLS service with transport (Resident)	\$924.68	\$1,027.16
BLS service with transport (Non-Resident)	\$1,068.01	\$1,194.35
Paramedic service with transport Level - ALS-1 (Resident)	\$1,055.44	\$1,444.96
Paramedic service with transport Level - ALS-2 (Resident)	\$1,160.11	\$1,596.24
Paramedic service with transport Level - ALS-1 (Non-Resident)	\$1,189.82	\$1,664.74
Paramedic service with transport Level - ALS-2 (Non-Resident)	\$1,372.52	\$1,808.65

- Charges by Area Departments/Communities Utilizing Bundled Billing:

Department	Resident				Non-Resident		
	ALS	ALS2	BLS		ALS	ALS2	BLS
Waukesha	\$2,200	\$2,400	\$2,100		\$2,200	\$2,400	\$2,100
Western Lakes	\$2,100	\$2,300	\$1,900		\$2,300	\$2,500	\$2,100
Wauwatosa	\$1,950	\$1,950	\$1,950		\$1,950	\$1,950	\$1,950
Greenfield	\$1,700	\$1,700	\$1,400		\$1,700	\$1,700	\$1,400
Franklin	\$1,700	\$1,900	\$900		\$1,850	\$2,050	\$975
South Shore	\$1,200	\$1,300	\$1,100		\$1,400	\$1,500	\$1,200

- Other Factors Considered:
 - An analysis recently performed by the Department for the Wisconsin Medicaid Supplemental Payment Program determined the Department's average cost to perform an ambulance transport was \$1,978.07 in 2023 and \$1,962.41 in 2024 (average for all levels of service).
 - As part of the evaluation of comparable departments/communities, Staff also evaluated the impact of possible legislation that has been passed in other states and has been discussed in Wisconsin that would require private insurers to pay a specific amount for ambulance transports and not allow for the patient to be billed the balance of the bill. One of the benchmarks included in this legislation in several states is a requirement for private payors to pay 400% of the current published rate for emergency ambulance services by Medicare. A chart detailing 400% of Medicare is below:

	2026 Estimated Medicare Rate	400% Medicare
BLS	\$449.10	\$1,796.39
ALS	\$533.30	\$2,133.22
ALS2	\$771.88	\$3,087.53
Mileage	\$9.31	\$37.22

The Committee, after review of the data detailed above, recommended moving to a bundled billing method and that the Department increase rates to better reflect the cost of performing services. Below are the recommended rates

Based on the information gathered, Staff is recommending the ambulance transport fees below:

Item	2026
BLS service with transport (Resident)	\$1,800.00
BLS service with transport (Non-Resident)	\$2,000.00
Paramedic service with transport Level - ALS-1 (Resident)	\$2,000.00
Paramedic service with transport Level - ALS-2 (Resident)	\$2,300.00
Paramedic service with transport Level - ALS-1 (Non-Resident)	\$2,200.00
Paramedic service with transport Level - ALS-2 (Non-Resident)	\$2,500.00

A summary of the proposed fees for ambulance transport with a comparison of other area Departments is below:

	North Shore	Waukesha	Western Lakes	Wauwatosa	Greenfield	Franklin	South Shore
BLS service with transport (Resident)	\$1,800.00	\$2,100.00	\$1,900.00	\$1,950.00	\$1,400.00	\$900.00	\$1,100.00
BLS service with transport (Non-Resident)	\$2,000.00	\$2,100.00	\$2,100.00	\$1,950.00	\$1,400.00	\$975.00	\$1,200.00
Paramedic service with transport - ALS -1 (Resident)	\$2,000.00	\$2,200.00	\$2,100.00	\$1,950.00	\$1,700.00	\$1,700.00	\$1,200.00
Paramedic service with transport - ALS -2 (Resident)	\$2,300.00	\$2,200.00	\$2,300.00	\$1,950.00	\$1,700.00	\$1,850.00	\$1,300.00
Paramedic service with transport - ALS-1 (Non-Resident)	\$2,200.00	\$2,400.00	\$2,300.00	\$1,950.00	\$1,700.00	\$1,900.00	\$1,300.00
Paramedic service with transport - ALS-2 (Non-Resident)	\$2,500.00	\$2,400.00	\$2,500.00	\$1,950.00	\$1,700.00	\$2,050.00	\$1,500.00

Staff's recommended EMS fee schedule increases non-transport services by 1.7%, the average of the CPI over the last year for Medical Care and Commodities.

Fire Prevention Permits/Inspections

The proposed fee schedule in this area increases by 3% to match the municipal cost increase in the 2026 Budget.

The schedule also adds a \$.01/square foot charge and a \$50 administrative fee for performing plan review as a delegated agent of the State in the Village of Brown Deer only. This was a new service the Department began providing in 2025 for the Village of Brown Deer.

Administrative Fees

The fee schedule eliminates a CPR Certification Skills Check-Off which the Department no longer provides, increases the CPR Certification Fee to reflect actual costs to the Department and adds a CPR Mannequin Rental Fee for educational institutions that utilize Department CPR Mannequins for certifying their own staff. The cost of this fee is to cover replacement and maintenance costs of the mannequins.

Item	2025	2026
BLS service and/or treatment without transport (Resident)	\$153.00	\$155.60
BLS service and/or treatment without transport (Non-Resident)	\$228.75	\$232.64
BLS service lift assist not in EMS High-Utilizer Program	\$227.98	\$231.85
Paramedic service and/or treatment without transport (Resident)	\$190.13	\$193.37
Paramedic service and/or treatment without transport (Non-Resident)	\$259.95	\$264.37
BLS service with transport (Resident)	\$924.68	\$1,800.00
BLS service with transport (Non-Resident)	\$1,068.01	\$2,000.00
Paramedic service with transport Level - ALS-1 (Resident)	\$1,055.44	\$2,000.00
Paramedic service with transport Level - ALS-2 (Resident)	\$1,160.11	\$2,300.00
Paramedic service with transport Level - ALS-1 (Non-Resident)	\$1,189.82	\$2,200.00
Paramedic service with transport Level - ALS-2 (Non-Resident)	\$1,372.52	\$2,500.00
Paramedic service and invasive treatment without transport (Resident)	\$190.13	\$193.37
Paramedic service and invasive treatment without transport (Non-Resident)	\$267.37	\$271.92
Defibrillation	\$175.86	
IV and supplies	\$92.10	
Intubation	\$198.77	
ALS supplies	\$146.55	
Oxygen and supplies	\$114.38	
Mileage (rate per loaded mile)	\$24.62	
EKG	\$153.00	
Drugs, Group-1: Albuterol, Amioderone (30 mg), Aspirin, Atropine, Benadryl, Calcium Gluconate, D10, Duoneb, D5W, Glucose (oral), Nitroglycerin, Sodium Normal Saline (bags & carpujet), Zofran Tabs, Zofran IV, acetaminophen/Tylenol, Ketorolac/Torodol	\$49.02	
Drugs, Group-2: Calcium Chloride, Lidocaine	\$56.44	
Drugs, Group-3: Cardizen/Diltiazem, Fentanyl, Ketamine, Midazolam, Narcan, Noephinephrine, Epinephrine, Sodium Bicarbonate	\$72.79	
Dexamethasone	\$89.13	
Epinephrine by Epi-pen	\$145.57	
Adenosine	\$136.66	
Glucagon, up to 1 Mg	\$246.20	
Solmedrol, 41-125 Mg	\$89.13	
E-Z IO	\$182.71	
Spinal Immobilization	\$190.13	
Triage barcode wristbands	\$4.46	
Cyano-kits	\$1,612.02	\$1,900.00
CPAP mask	\$82.07	
LUCAS Suction Cup and ResQPOD	\$281.32	
Fire Department Services for Vehicles	\$500	\$500

Fire Prevention Permits/Inspections:	2025	2026
Occupancy Inspection	\$75.00 (\$25/multi-family unit with \$75 minimum)	\$77.25 (\$25.75/multi-family unit with \$77.25)
Work without Permit	Double normal fee	Double normal fee
Re-inspection Fee	\$75	\$77.25
Special Plan Review/Inspection	Subject to actual cost	Subject to actual cost
Variance Requests	\$100/code section	\$103/code section
Inspection Request (less than 72 hrs notice)	\$75/hr 2 hr. minimum	\$77.25/hr 2 hr. minimum
Inspection Non-Business Hours	\$100/hr 2 hr. minimum	\$103/hr 2 hr. minimum

Plan Review (Includes Site Inspection):	2025	2026
Construction Compliance with Fire Code	\$.07/sq. ft. (\$75 minimum)	\$.07/sq. ft. (\$75 minimum)
Performance Based or Alternative Design	\$.07/sq. ft. (\$100 minimum)	\$.07/sq. ft. (\$100 minimum) plus \$.01/sq.ft. for State Plan Review if applicable
Fire Alarm and Detection Systems	\$.07/sq. ft. (\$75 minimum)	\$.07/sq. ft. (\$100 minimum) plus \$.01/sq.ft. for State Plan Review if applicable

Audio/Visual Annunciation Systems	\$250 up to 20 devices, \$500 over 20 devices	\$257.5 up to 20 devices, \$515 over 20 devices
Hood and Duct Suppression Systems	\$100 per system	\$103 per system
Other Suppression Systems (FM200, Cardox, etc.)	\$100/plan	\$103/plan
Smoke Evacuation	\$75/plan	\$77.25/plan
Water-based Sprinkler Systems (new or altered <20 heads)	\$100	\$103
Water-based Sprinkler Systems (new or altered >20 heads)	\$.07/sq. ft. (\$100 minimum)	\$.07/sq. ft. (\$100 minimum) plus \$.01/sq.ft. for State Plan Review if applicable
Spray Booth Operations	\$100	\$103
Delegated Agent of State of Wisconsin Plan Review		\$50

Acceptance Tests:	2025	2026
Hydro-test of Sprinkler Piping (2 hr. test)	\$125	\$129
Fire Pump	\$100	\$103
Fire Alarm and Detection System	\$100	\$103
Hood and Duct Suppression System	\$100	\$103
Other Suppression	\$100	\$103
Smoke Evacuation System	\$100	\$103
Spray Booth System	\$100	\$103

Other Permit Items:	2025	2026
Bonfires, Cermonial Fires, Vegetation Burns	\$50	\$52
Hot Work	\$25	\$26
Indoor Vehicle Exhibits	\$25	\$26
Building Demolition	\$250	\$258
Tents for Public Assembly >400 sq. ft.	\$50	\$52
Temporary Fuel Storage	\$50	\$52
Fireworks Displays	\$125	\$129
Code Consulting/Emergency Planning	\$75/hour	\$77.25/hour

Administrative/Other Fees:

	2025	2026
CPR Certification Skill Check-Off Only	\$55/student	
CPR Certification	\$75/student	\$80/student
CPR Manequin Rental By Educational Institution (up to 4 mannequins)		\$250
Open Records Requests	\$.10/page	\$.10/page
Record Locating Fees	As determined by the record custodian only if over \$50 per request.	As determined by the record custodian only if over \$50 per request.
Event Stand-by	Cost of personnel (loaded wage), vehicles/supplies, plus 25% administrative fee.	Cost of personnel (loaded wage), vehicles/supplies, plus 25% administrative fee.

STATE OF WISCONSIN: NORTH SHORE FIRE DEPARTMENT: MILWAUKEE COUNTY

RESOLUTION NO. 25-03

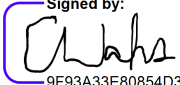
**A Resolution Recommending the 2026 NSFD
Fees For Service Schedule**

WHEREAS, the Board of Directors of the North Shore Fire Department (“NSFD”) can recommend fees for service to be charged by the Department to the member municipalities for their approval in accordance with the Amended and Restated North Shore Fire Department Agreement (“the Agreement”); and

WHEREAS, the Board of Directors of the NSFD hereby finds that the implementation of fees for service are necessary to recover costs incurred by the Department to provide certain services.

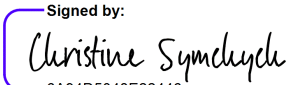
NOW, THEREFORE, BE IT RESOLVED, that a majority of the Board of Directors recommends the implementation of the fees detailed in the 2026 NSFD Fees for Service Schedule attached to this Resolution.

PASSED AND ADOPTED by the Board of Directors of the North Shore Fire Department this 30th day of September 2025.

Signed by:

9F93A33E80854D3...

Eido Walny, President

Countersigned:

Signed by:

6A94D5048E22446...
Christine Symchych, Secretary

RESOLUTION NO. 2025 - ____**A Resolution Approving the 2026 North Shore Fire
Department Fees For Service Schedule.**

WHEREAS, the Board of Directors of the North Shore Fire Department has recommended that the 2026 North Shore Fire Department Fees for Services, attached to and made a part of this Resolution (hereinafter the "Service Fees"), be approved by each of the municipalities a party to the 1994 Amended and Restated North Shore Fire Department Agreement (hereinafter "the Agreement"); and

WHEREAS, the Agreement requires that all fees for service must be submitted to the governing bodies of the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood and Whitefish Bay and the City of Glendale for approval by not less than five (5) of these seven (7) municipalities; and

WHEREAS, upon approval by not less than five (5) of these seven (7) municipalities the appropriate North Shore Fire Department officials are authorized to charge and collect the Service Fees; and

NOW, THEREFORE, BE IT RESOLVED, by the City of Glendale hereby approves the Service Fees in the form presented as attached and directs the City Clerk to provide a certified copy of this Resolution to the North Shore Fire Department.

PASSED AND ADOPTED by the Common Council of the City of Glendale this ____ day of _____, 2025.

CITY OF GLENDALE

Bryan Kennedy
Mayor

Abigail Slack
Deputy City Clerk



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: *Resolution — Allowing an option for member municipalities of the North Shore Fire Department to be an exception to the levy limits for charges for the North Shore Fire Department pursuant to 2005 Wisconsin Act 484.*

FROM: Karl Warwick, City Administrator

MEETING: October 13, 2025 Common Council Meeting

MEETING DATE: October 13, 2025

FISCAL SUMMARY:

Budget Summary: NA

Budgeted Expenditure: NA

Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: Wisconsin Act 484

Municipal Code: NA

BACKGROUND & ANALYSIS: See enclosed memorandum from Chief Whitaker.

RECOMMENDATION: Approve the Resolution Authorizing an Exception to the Levy Limits for Charges for the North Shore Fire Department Pursuant to 2005 Wisconsin Act 484.

ACTION REQUESTED: Approve the Resolution Authorizing an Exception to the Levy Limits for Charges for the North Shore Fire Department Pursuant to 2005 Wisconsin Act 484.

ATTACHMENTS:

Memo to Councils and Boards re Resolution 25-04 Levy Cap Exception, Resolution 2025-04 Recommending Municipalities Adopt Levy Limit Exception SIGNED, Resolution for Governing Municipalities Exception to Levy Limit Resolution v2025

NORTH SHORE

19 FIRE RESCUE 95

MEMORANDUM

TO: NSFD Member City Council/Village Boards
FROM: Chief Whitaker
DATE: September 26, 2025
SUBJECT: Resolution 25-04 Levy Cap Exception

Section 66.0602(3)(h) provides that levy limits otherwise applicable to municipalities under Chapter 66 of Wisconsin Statutes do not apply to the amount that a city or village may levy in that year to pay for charges assessed by a joint fire department to the extent that the amount levied to pay for such charges would cause the city or village to exceed the limits imposed under Section 66.0602, Wis. Stats.

The exemption applies if the total charges assessed by the Department for the budget year do not exceed the previous year's charges by a percentage that is less than or equal to the percentage change in the US Consumer Price Index for all urban consumers, US City Average, as determined by the US Department of Labor for the 12 months ending on August 31 of the year of the levy plus 2%. Additionally, the Statute requires that for the exemption to be applicable, the governing bodies of all the cities and villages served by the Department must adopt a resolution in favor of exceeding such levy limit.

The applicable CPI change is 2.5%, so under State Statute, the allowable increase is 4.5%. The Department's actual increase in charges is 3%.

It is my understanding that several member municipalities are interested in using the levy limit exemption for 2026. The North Shore Fire Department Board of Directors voted to recommend approval of this resolution to the seven member communities at its meeting on September 30, 2025. Enclosed is a resolution for consideration by each member municipality. It is important each community consider this resolution prior to November 15, 2025.

If approved, please forward a signed copy of your municipality's resolution.

STATE OF WISCONSIN: NORTH SHORE FIRE DEPARTMENT: MILWAUKEE COUNTY

RESOLUTION NO. 25-04

In the Matter of Recommending the Governing Bodies of the Member Municipalities of the North Shore Fire Department Pass a Resolution Allowing an Option for the Member Municipalities of the North Shore Fire Department an Exception to the Levy Limits for Charges for the North Shore Fire Department Pursuant to 2005 Wisconsin Act 484

WHEREAS, the Wisconsin Legislature has enacted 2005 Wisconsin Act 484 on May 30, 2006, published on June 13, 2006; and

WHEREAS, Act 484 created Section 66.0602(3)(h), Wis. Stats., which provides that levy limits otherwise applicable do not apply to the amount that a city or village may levy in that year to pay for charges assessed by a joint fire department to the extent that the amount levied to pay for such charges would cause the city or village to exceed the limits imposed under Section 66.0602, Wis. Stats.; and

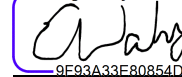
WHEREAS, the exception to the levy limit applies only if the total charges assessed by the joint fire department for the current year increase, relative to the total charges assessed for the previous year, by a percentage that is less than or equal to the percentage change in the US Consumer Price Index for all urban customers, US city average, as determined by the US Department of Labor for the 12 months ending on August 31 of the year of the levy, plus 2%; and

WHEREAS, the exception to levy limits under Act 484 further only applies if the governing body of each city and village served by the North Shore Fire Department adopts a resolution in favor of allowing member municipalities to have the option of exceeding such levy limit as may be applicable;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the North Shore Fire Department hereby authorizes this Resolution that recommends the member municipalities pass a resolution allowing the member municipalities the option to utilize an exception to such levy limit as may be applicable for charges assessed by the joint fire department as described by Section 66.0602, Wis. Stats., but only to the extent as authorized by Section 66.0602(3)(h), Wis. Stats., and

PASSED AND ADOPTED by the Board of Directors of the North Shore Fire Department this 30th day of September 2025.

Signed by:



9E93A33E80854D3

Eido Walny, President

Countersigned:

Signed by:



6A04D5048E22446...

Christine Symchych, Secretary

RESOLUTION NO. 2025 - ____**In the Matter of Authorizing an Exception to the Levy Limits for Charges for the North
Wisconsin Act 484**

WHEREAS, the City of Glendale is a participating member of the North Shore Fire Department under the North Shore Fire Services Agreement, and

WHEREAS, the Wisconsin Legislature has enacted 2005 Wisconsin Act 484 on May 30, 2006, published on June 13, 2006; and

WHEREAS, Act 484 creates Section 66.0602(3)(h), Wis. Stats., which statute provides that levy limits otherwise applicable do not apply to the amount that a city or village may levy in that year to pay for charges assessed by a joint fire department to the extent that the amount levied to pay for such charges would cause the city or village to exceed the limits imposed under Section 66.0602, Wis. Stats.; and

WHEREAS, the exception to the levy limit applies only if the total charges assessed by the joint fire department for the current year increase, relative to the total charges assessed for the previous year, by a percentage that is less than or equal to the percentage change in the US Consumer Price Index for all urban customers, US city average, as determined by the US Department of Labor for the 12 months ending on August 31 of the year of the levy, plus 2%; and

WHEREAS, the exception to levy limits under Act 484 further only applies if the governing body of each city and village served by the North Shore Fire Department adopts a resolution in favor of exceeding such levy limit as may be applicable;

NOW THEREFORE, BE IT RESOLVED that the City of Glendale hereby authorizes a levy for charges assessed by the joint fire department which exceeds the limit as described and imposed by Section 66.0602, Wis. Stats., but only to the extent as authorized by Section 66.0602(3)(h)2a, Wis. Stats., and

BE IT FURTHER RESOLVED that this resolution shall not be construed as authorizing the North Shore Fire Department to adopt any particular budget, but rather that the Act 484 budget formula shall be deemed a maximum limit on any budget increase which is duly adopted under all applicable procedures and requirements of the North Shore Fire Services Agreement.

PASSED AND ADOPTED by Common Council of the City of Glendale, this ____ day of _____ 2025.

CITY OF GLENDALE

Bryan Kennedy
Mayor

Abigail Slack
Deputy Clerk



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: *Resolution — Approving a “Single or Multi-Year Capital” Budget To Purchase Large Apparatus Equipment from 2026 to 2030*

FROM: Karl Warwick, City Administrator

MEETING: October 13, 2025 Common Council Meeting

MEETING DATE: October 13, 2025

FISCAL SUMMARY:

Budget Summary: NA
Budgeted Expenditure: \$246,118.90
Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA
Municipal Code: NA

BACKGROUND & ANALYSIS: See enclosed memorandum from Chief Whitaker.

RECOMMENDATION: Adopt the resolution approving a “Single or Multi-Year Capital” Budget To Purchase Large Apparatus Equipment from 2026 to 2030.

ACTION REQUESTED: Adopt the resolution approving a “Single or Multi-Year Capital” Budget To Purchase Large Apparatus Equipment from 2026 to 2030.

ATTACHMENTS:

Memo to NSFD Municipalities re Resolution 25-02, Resolution 2025-02 Single or Multi Year Capital Resolution for 2026 - 2030 SIGNED, Resolution for Governing Municipalities Single or Multi Year Capital Budget- 2026 - 2030

NORTH SHORE

19 FIRE RESCUE 95

MEMORANDUM

TO: NSFD Municipal Boards/Council

FROM: Chief Whitaker

DATE: September 30, 2025

SUBJECT: Resolution 25-02 Single or Multi Year Capital Budget

The North Shore Fire Department Board of Directors unanimously recommended Resolution 25-02, a Single or Multi-Year Capital Budget for 2026-2030, to the seven member communities. The North Shore Fire Services Agreement requires such resolutions be unanimously recommended by the Board of Directors to the seven communities and for all seven communities to adopt a local resolution regarding the budget.

Amendment 6 to the North Shore Fire Services Agreement states that funding for capital improvement expenses for the Department may be funded using "Single or Multi-Year Capital Budgets". Since 2012, the Department has utilized this method to fund replacement of major apparatus.

A Single or Multi-Year Capital Budget for replacement of major apparatus was passed by the Fire Department Board in 2024 for the years 2025 - 2029 to fund replacement of three fire engines, one ladder truck and four ambulances during those years. This resolution is meant to take the place of the prior resolution ensuring funding between years 2026 – 2030. The Department intends for a new resolution to be drafted annually and to replace the prior resolution to ensure continued funding for the current Capital Improvement plan in place. Approving funding in rolling periods of five years ensures funding is in place to allow for orders to be placed in time to take delivery of apparatus that has lead times of up to four years.

The total funding amount for 2026 is \$905,848. This is an increase of \$407,929 over the 2025 funding amount. The large increase is a result of increasing costs of fire apparatus and ambulances.

In 2023, the Fire Department Board of Directors conducted a review of options to fund capital purchases considering the rapidly increasing costs and longer delivery times of fire apparatus and ambulances. After a thorough review of options which included purchases, financing and leasing, the Board of Directors elected to plan for a large increase in the capital funding requests in 2026.

The Department was able to reduce the funding request originally planned for 2026 by using one-time revenue from back payment for Medicaid services. Originally, the plan presented to the Board in 2023 projected the funding requirement in 2026 to be \$1,211,612. With the one-time revenue, the 2026 funding requirement will be \$905,848. The funding level for 2027 will then return to the original projection of \$1,244,931. Annual increases beyond 2027 are projected to remain around 2.75%.

Funding included with this Resolution covers replacement of five ambulances, three fire engines and one ladder truck.

- Ambulance purchased in 2016 to be replaced in 2026
- Ambulance purchased in 2017 to be replaced in 2027
- Ambulance purchased in 2018 to be replaced in 2028
- Ambulance purchased in 2019 to be replaced in 2029
- Ambulance purchased in 2020 to be replaced in 2030
- Fire Engine purchased in 2003 to be replaced in 2028
- Fire Engine purchased in 2007 to be replaced in 2027
- Fire Engine purchased in 2009 to be replaced in 2030
- Ladder Truck purchased in 2012 to be replaced in 2029

The North Shore Fire Services Agreement requires the Board of Directors to unanimously recommend the Single or Multi-Year Capital Budget and for all seven municipal governing bodies to approve such a budget.

Below is the contribution by municipality:

2026-2030 North Shore Fire Department Capital Resolution Funding						
		2026	2027	2028	2029	2030
	Percent Contributions					
BAYSIDE	6.24%	\$ 56,524.92	\$ 77,683.69	\$ 79,820.02	\$ 82,015.07	\$ 84,267.96
BROWN DEER	20.19%	\$ 182,890.71	\$ 251,351.57	\$ 258,263.82	\$ 265,366.05	\$ 272,655.45
FOX POINT	8.60%	\$ 77,902.93	\$ 107,064.07	\$ 110,008.36	\$ 113,033.58	\$ 116,138.53
GLENDALE	27.17%	\$ 246,118.90	\$ 338,247.75	\$ 347,549.67	\$ 357,107.26	\$ 366,916.72
RIVER HILLS	3.07%	\$ 27,809.53	\$ 38,219.38	\$ 39,270.43	\$ 40,350.36	\$ 41,458.75
SHOREWOOD	17.43%	\$ 157,889.31	\$ 216,991.47	\$ 222,958.81	\$ 229,090.16	\$ 235,383.09
WHITEFISH BAY	17.31%	\$ 156,802.29	\$ 215,497.56	\$ 221,423.81	\$ 227,512.95	\$ 233,762.55
TOTAL		\$ 905,848.00	\$ 1,244,931.00	\$ 1,279,167.00	\$ 1,314,344.00	\$ 1,350,448.00

STATE OF WISCONSIN: NORTH SHORE FIRE DEPARTMENT: MILWAUKEE COUNTY

RESOLUTION NO. 25-02

A Resolution Approving a “Single or Multi-Year Capital” Budget To Purchase Large Apparatus Equipment from 2026 - 2030

WHEREAS, the Board of Directors of the North Shore Fire Department (“NSFD”) as recommended by Department Staff has identified a need to purchase large apparatus equipment to maintain ongoing operations of the Department; and

WHEREAS, the Board of Directors of the NSFD hereby finds the purchase of large apparatus equipment cannot be accomplished under the caps placed on the NSFD’s annual budget increase by the Amended and Restated North Shore Fire Department Agreement ("the Agreement"); and

WHEREAS, as authorized under paragraph 5.10 of the Agreement, the Board of Directors may adopt a “Single or Multi-Year Capital” Budget to purchase capital items that are not subject to the annual budget cap imposed by the Agreement; and

WHEREAS, the Agreement as amended requires unanimous approval of the “Single or Multi-Year Capital” Budget by all members of the Board of Directors and by all member communities; and

WHEREAS, in 2023 the Board of Directors reviewed significant increases in apparatus costs and timelines to obtain vehicles and determined moving forward a new “Single or Multi-Year Capital” Budget resolution that coincides with the current five-year North Shore Fire Department Capital Improvement Plan would be approved on an annual basis to replace any prior large apparatus funding resolutions thereby ensuring the Department always has secured funding approval for purchases in the current plan, and

WHEREAS, the current North Shore Fire Department Capital Improvement Plan includes the large apparatus purchases of one ladder truck, three fire engines and five ambulances between 2026 and 2030; and

WHEREAS, in accordance with the Agreement, each member community will contribute their estimated portion of the cost not to exceed the total budgeted amount as follows:

2026-2030 North Shore Fire Department Capital Resolution Funding						
	Percent Contributions	2026	2027	2028	2029	2030
BAYSIDE	6.24%	\$ 56,524.92	\$ 77,683.69	\$ 79,820.02	\$ 82,015.07	\$ 84,267.96
BROWN DEER	20.19%	\$ 182,890.71	\$ 251,351.57	\$ 258,263.82	\$ 265,366.05	\$ 272,655.45
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GLENDALE	27.17%	\$ 246,118.90	\$ 338,247.75	\$ 347,549.67	\$ 357,107.26	\$ 366,916.72
RIVER HILLS	3.07%	\$ 27,809.53	\$ 38,219.38	\$ 39,270.43	\$ 40,350.36	\$ 41,458.75
SHOREWOOD	17.43%	\$ 157,889.31	\$ 216,991.47	\$ 222,958.81	\$ 229,090.16	\$ 235,383.09
WHITEFISH BAY	17.31%	\$ 156,802.29	\$ 215,497.56	\$ 221,423.81	\$ 227,512.95	\$ 233,762.55
TOTAL		\$ 905,848.00	\$ 1,244,931.00	\$ 1,279,167.00	\$ 1,314,344.00	\$ 1,350,448.00

WHEREAS, in accordance with the Agreement, payment by each community shall be made within 30 days of the date of the statement to the community by the NSFD with the anticipated due date(s) and estimated amount(s) set forth above; and

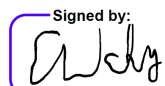
WHEREAS, if a community fails to pay the NSFD by the date identified on the statement sent to the community, it shall be obligated to the NSFD and the other participating municipalities as outlined in paragraph 17.5 of the Agreement; and

WHEREAS, a community that has approved a “Single or Multi-Year Capital” Budget and withdraws, is expelled or otherwise ceases to be a member of the NSFD during the period for which the Single or Multi-Year Capital Budget was approved must make full payment of its share to the NSFD for the term of the authorized budget and if applicable will have their distribution of assets in accordance with the Agreement, reduced by any amount that is owed to the NSFD for its share of the “Single or Multi-Year Capital” Budget.

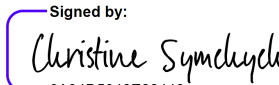
NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors unanimously adopts the “Single or Multi-Year Capital” Budget for 2026-2030 for large apparatus equipment purchases in the total budgeted amount set forth above and further unanimously recommends this “Single or Multi-Year Capital” Budget for approval by each of the member municipalities by adoption of a Resolution in the form attached to this Resolution.

BE IT FURTHER RESOLVED, this resolution replaces any prior large apparatus “Single or Multi Year Capital” Budget resolutions previously approved by the North Shore Fire Department Board of Directors and its member municipalities.

PASSED AND ADOPTED this 30th day of September 2025.

Signed by:

9F93A33F80854D3...
Eido Walny, President

Countersigned:

Signed by:

6A94D5048E22446...
Christine Symchych, Secretary

RESOLUTION NO. 2025 - _____**A Resolution Approving a “Single or Multi-Year
Capital” Budget to Purchase Large Apparatus
Equipment from 2026 - 2030**

WHEREAS, the Board of Directors of the North Shore Fire Department unanimously adopted Resolution No. 25-02, on September 30th, 2025 (the “NSFD Capital Budget Resolution”). The NSFD Capital Budget Resolution (a copy is attached hereto and made part of this Resolution), adopts the “Single or Multi-Year Capital” Budget to purchase Large Apparatus Equipment as identified in the current 2026-2030 North Shore Fire Department Capital Improvement Plan. The 2026-2030 NSFD Capital Improvement Plan currently includes the following Large Apparatus purchases; one ladder truck, three fire engines and five ambulances. The NSFD Board of Directors further unanimously recommends approval of the capital contribution budget as outlined in the NSFD Capital Budget Resolution by each of the member municipalities by adoption of this Resolution; and

WHEREAS, a “Single or Multi-Year Capital” Budget must be submitted to the governing bodies of the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood and Whitefish Bay and the City of Glendale for approval by each of the seven (7) municipalities; and

NOW, THEREFORE, BE IT RESOLVED, by the City of Glendale hereby approves the “Single or Multi-Year Capital Budget” for the purchase of one ladder truck, three fire engines and five ambulances and agrees to payments to the NSFD in accordance with the provisions of the Financing Formula of the Agreement (with the estimated payments and due dates as outlined in the NSFD Budget Resolution) within 30 days of receipt of a statement from the NSFD and further directs the [Village/City] Clerk to provide a certified copy of this Resolution to the NSFD.

PASSED AND ADOPTED by the Common Council of the City of Glendale this ____ day of _____, 2025.

CITY OF GLENDALE

Bryan Kennedy
Mayor

Abigail Slack
Deputy Clerk



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: *Adoption* — Employee Handbook

FROM: Karl Warwick, City Administrator

MEETING: October 13, 2025 Common Council Meeting

MEETING DATE: October 13, 2025

FISCAL SUMMARY:

Budget Summary: NA

Budgeted Expenditure: NA

Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA

Municipal Code: NA

BACKGROUND & ANALYSIS: Enclosed is a revised Employee Handbook, including the following amendments for possible adoption:

1. Revises the section describing the management structure.
2. Creates a policy on the management and use of credit cards.
3. Creates a policy on "small purchases" not covered in the City's Purchasing Policy.
4. Further clarifies that employees can only be reimbursed for the use of personal vehicles by the established IRS mileage reimbursement rate.
5. Includes Juneteenth as a City holiday to be consistent with the Police Collective Bargaining Agreement.
6. Increases the per diem amount from \$50 to \$75 to be consistent with the "daily" cost of meals for travel purposes.
7. The Policy on possession and consumption of alcohol was amended to be consistent with current practice that permits possession and consumption at "social" events and City-sponsored events and activities.
8. Includes the Organizational Chart in the Handbook.

Enclosed is the REDLINED and CLEAN version of the Employee Handbook. The clean version includes a number of "grammatical" adjustments that were made after I converted it to the "clean" version.

RECOMMENDATION: Adopt the enclosed Employee Handbook.

ACTION REQUESTED: Adopt the enclosed Employee Handbook.

ATTACHMENTS:

Employee Handbook 2024 10-13-2025 (Clean), Employee Handbook 2024 10-13-2025 (Redline)



CITY OF GLENDALE

EMPLOYEE HANDBOOK

Approved: April 17, 2024

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I. INTRODUCTION

A. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

The City desires to be a cohesive, effective, and efficient place of employment with a group of employees who produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, customers, and residents. All employees are required to comply with all applicable Council policies, work rules, job descriptions, terms of this *Handbook* and legal obligations.

Employees are expected to comply with the standards of conduct established in Council policies, this *Handbook*, and any other relevant policies, regulations, and employment guidelines. This Handbook establishes policies, regulations, and guidelines that are expected to be met, and violations may result in disciplinary action as outlined.

Employment practices described here are for informational purposes only and are not intended to be an exhaustive list of all employment expectations that may be found in other applicable Council policies, work rules, job descriptions, terms of this *Handbook*, and legal obligations. None of the statements, policies, procedures, rules, or regulations contained in this Handbook constitutes a guarantee of any other rights or benefits, or a contract of employment, express or implied. Employment with the City is "at will" except for protective service employees.

The City may modify or change the Handbook at any time by the Common Council. This Handbook supersedes all previous handbooks, statements, contracts, policies, procedures, rules, or regulations given to employees, whether verbal or written.

If any part of this Handbook conflicts with a collective bargaining agreement, the agreement will supersede this Handbook.

B. PURPOSE AND SCOPE

This Handbook documents a system of personnel administration developed to meet the organizational needs of the City of Glendale and the employment needs of its personnel.

Fair treatment of employees in all aspects of personnel administration shall be provided and shall be based solely upon a consideration of merit factors except where physical requirements constitute a bona fide occupational qualification.

C. MISSION STATEMENT

The mission of the City of Glendale is to provide quality services to its customers, the "citizens and commerce of Glendale." These services promote safety, quality, and growth. The City seeks to build positive, lasting relationships with our citizens and to assure growth by being responsive to the changing needs of the City.

The City intends to provide a work environment in which people, our most important asset, have the opportunity to participate in reaching desired goals and objectives and take pride in personal and City achievements.

D. RESPONSIBILITY OF THE CITY

All Wisconsin employers, including municipalities, are given broad authority to manage their operations and functions. These rights include, but are not necessarily limited to the following:

- Prescribing and administering rules and regulations essential to accomplishing the services desired by the City Administrator, City Management Team, and the City Council;
- Managing and supervising all employees;
- Hiring, promoting, transferring, assigning, and retaining employees;
- Taking necessary disciplinary action deemed appropriate by the City;
- Maintaining the efficient operations entrusted to the City;
- Determining the methods, means and personnel by which such operations are to be conducted;
- Establishing the kinds and amounts of services to be performed and the employees who perform those services.

The above rights may be limited by the laws of the State of Wisconsin and the United States of America. Many of these laws are referenced in other portions of this Handbook.

E. CHAIN OF COMMAND

Purpose: The Operation of any government agency depends on an effective chain of command, and the City of Glendale is no exception.

City Common Council: The ultimate decision concerning policy in the City of Glendale resides by law with the City Common Council (elected officials) under the leadership of the Mayor.

City Administrator: The City Administrator is an employee of the City who is appointed by the Common Council. The City Administrator is the chief executive officer of the City. As head of City Administration, the City Administrator is authorized to exercise all of the executive and general administrative powers granted under Section 64.11, Wis. Stats.

Management Structure: The Management Structure shall be as indicated in the Organizational Chart located in the Employee Handbook.

This system represents a means of establishing orderly lines of organization and communication as management personnel unite with the employees of the City to promote and deliver effective services to the community.

The City Administrator is responsible for the development, supervision, and operation of the City and its personnel and facilities. Employees have an obligation to assist the City Administrator in providing professional advice to the Common Council. The City Administrator is generally provided with the autonomy to determine the best practices to implement the policy decisions of the Common Council.

All employees and supervisors shall be responsible to the Common Council through the City Administrator. Each shall refer matters requiring administrative attention to his/her supervisor, who shall refer such matters to the next higher authority, when necessary, and through the City Administrator to the Common Council.

II. WORKPLACE ENVIRONMENT

A. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City is an equal opportunity employer. Personnel administration in the City shall be conducted so as not to discriminate on the basis of age, race, creed, color, sex, pregnancy, sexual orientation, national origin, disability, political affiliation, handicap, marital status, ancestry, citizenship, arrest or conviction record, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or Wisconsin, use or nonuse of lawful products off City premises during non-working hours, or any other reason prohibited by state or federal law. This policy shall apply to all aspects of employment including, but not limited to, hiring, placement, assignment, formal and informal training, seniority, transfer, promotion, lay-off, recall or termination. Similarly, all salaries, wages, benefit programs and personnel policies shall be administered in conformity with this policy.

The City is responsible for overseeing the equal employment opportunity policy and investigating discrimination complaints.

If an employee believes that an act of discrimination has occurred, the employee may file a claim of discrimination under the complaint procedure outlined.

B. FAIR LABOR STANDARDS ACT

The City complies with Federal and State laws regarding minimum wage and overtime pay. Notification of rights under the FLSA is posted in each building and is available in human resources.

C. AMERICANS WITH DISABILITIES ACT (ADA)/WISCONSIN FAIR EMPLOYMENT ACT

Purpose: It is the intent of the City to provide employees with a bias-free work environment. The City, upon request, will provide reasonable accommodation in compliance with the law.

Policy: The City will ensure equal opportunities for employees with disabilities. A reasonable effort will be made to provide an accessible work environment and additional accommodation, including auxiliary aids and services. Employment practices (e.g. hiring, training, testing, transfer, promotion, compensation, benefits, termination, etc.) will be administered in such a manner as to not discriminate against employees with disabilities.

D. HARASSMENT AND DISCRIMINATION POLICY HARASSMENT, SEXUAL HARASSMENT AND DISCRIMINATION

Purpose: All City employees have the right to work in an environment where they are treated with respect and dignity and are free of all forms of harassment. The City will not tolerate, condone, or allow harassment by any employee or non-employee who conducts business with the City. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race,

color, religion, national origin, disability, sex, arrest or conviction record, marital status, sexual orientation, membership in the military reserve, or use or nonuse of lawful products away from work and other protected categories under federal or state law.

Policy: The City is committed to maintaining an environment free from discrimination, harassment, and sexual harassment. In keeping with this commitment, the City prohibits any form of harassment and/or sexual harassment that violates this Policy. This Policy against Harassment and Policy Against Sexual Harassment as set forth in this Employee Handbook prohibits harassment and/or sexual harassment by any City official(s), officer(s) or City employee(s).

Annually, all City official(s), officer(s), and employee(s) of the City shall be required to complete a harassment and sexual harassment training program approved by the City Administrator. Upon completion of said training, the employee shall provide the certificate of completion to their supervisor who shall place the certificate in the employee's file and track the employees who have completed this training. City official(s) and/or officer(s) shall provide the certificate of completion to the City Administrator or designee.

Policy Prohibiting Harassment: The City is committed to maintaining an environment free from discrimination and harassment. In keeping with this commitment, the City will not tolerate any form of harassment that violates this City Policy Against Harassment. This Policy Against Harassment as set forth in this Personnel Policy Manual prohibits harassment by or against any City employee, whether such City employee is a public officer or public official of the City.

Prohibited Conduct: This policy prohibits harassment or other workplace discrimination based on a person's protected status under state and federal law. This includes conduct, whether verbal, physical, or visual, that denigrates or shows hostility or aversion toward an individual based upon that person's race, gender, sexual orientation, age, color, religious affiliation, national origin, disability, ancestry, marital status, military status, or other legally protected status. The City will not tolerate harassing conduct that has the purpose or effect of interfering unreasonably with an individual's work performance, affecting an individual's tangible job benefits, or creating an intimidating, hostile, or offensive work environment.

The conduct forbidden by this policy specifically includes, but is not limited to:

1. Epithets, slurs, negative stereotyping, or intimidating acts that are based on a person's protected status; and/or
2. Written or graphic material circulated, available on the City's computer system, or posted or distributed within the workplace that shows hostility toward a person or persons because of their protected status.

The City discourages any such conduct in the workplace, and this policy prohibits harassment based on an individual's protected status, even if it does not rise to the level of a legal violation. Responsibilities of Employee

Everyone at the City can help assure that this workplace is free from prohibited discrimination or harassment. Everyone is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment under this policy. Employees must inform others in the workplace whenever another person's conduct is unwelcome, offensive, inappropriate, or in poor taste. In addition, employees must come forward with complaints about alleged problems or violations of this policy as soon as possible. Employees are expected to come forward promptly and report any problems pursuant to this policy before the alleged offending behavior becomes severe or pervasive. Complaints need not be limited to someone who was the target of the alleged offending conduct. Anyone who has observed an alleged violation of the policy is also required to report such conduct. No employee or elected/appointed official is exempt from the requirements of this policy.

Procedure for Reporting an Allegation of Harassment: If an employee or other person covered by this policy experiences or witnesses any conduct that he or she believes is inconsistent with this policy, the City expects the person to promptly notify the City Administrator, an employee's supervisor, or department head. This may be done in writing or orally. Any supervisor or department director who receives a complaint or observes conduct which may violate this policy, must immediately report the complaint or observation to the City Administrator, and/or any member of the City Council. This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or discrimination.

City Response to Complaints of Harassment: All reports describing conduct that is inconsistent with this policy will be investigated promptly. Persons who believe they have been subjected or exposed to discrimination or harassment prohibited by this policy have the right to have any such activity terminated immediately. The City may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation takes place. The City will take further appropriate action once the report has been thoroughly investigated. That action may be a conclusion that a violation occurred, as explained immediately below. The City might also conclude, depending on the circumstances, either that no violation of policy occurred or that the City cannot conclude whether a violation occurred.

If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, then the City will take corrective action, including discipline up to and including termination, as is appropriate under the circumstances, regardless of the job positions of the parties involved. The City may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a violation of policy. If the person who engaged in harassment is not an employee of the City, then the City will take whatever corrective action is reasonable and appropriate under the circumstances.

Employees are encouraged to use the above complaint procedure(s) to report and resolve their complaints of harassment or retaliation. The City's policy provides for immediate notice of problems to the individuals listed above, so that the City may address and resolve any problems without waiting for legal proceedings to run their course.

Policy Against Retaliation: The City prohibits that any person treats any employee or former employee

or applicant or other person adversely for reporting harassment, for assisting another employee or applicant in making a report, for cooperating in a harassment investigation, or for filing an administrative claim with the EEOC or a state governmental agency. All persons who experience or witness any conduct they believe to be retaliatory should immediately follow the reporting procedures provided for in this section.

No City employee or City officer shall take any retaliatory action against any City employee due to a City employee's:

1. Disclosure or threatened disclosure of any violation of this Policy; or
2. The provision of information related to or testimony before any public body investigating, hearing or inquiry into any violation of this Policy; or
3. Assistance or participation in a proceeding to enforce the provisions of this Policy.

For the purposes of this Policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any City employee that is taken in retaliation for a City employee's involvement in protected activity pursuant to this Policy.

No individual making a report will be retaliated against, even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation. Similar to the prohibition against retaliation contained herein provides whistleblower protection is provided from retaliatory action, such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer, that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation;
2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee; or
3. Assists or participates in proceedings to enforce the provisions of the State Officials and Employees Ethics Act.

Confidentiality: In investigating allegations of harassment and in imposing any discipline, the City will attempt to preserve confidentiality to the extent that the needs of the situation and the law permit.

Policy Prohibiting Sexual Harassment: It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct that affects individuals of all genders and sexual orientations. It is the policy of the City to prohibit harassment of any person by any City official, City agent, City employee, City department, or City office on the basis of sex or gender. All City officials, City agents, City employees, and City departments or City offices are prohibited from

sexually harassing any person, regardless of any employment relationship or lack thereof.

Definition of Sexual Harassment: Sexual Harassment is defined as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature -when:

1. Submission to such conduct is made a term or condition of an individual's employment, either explicitly or implicitly; or Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
2. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
3. Conduct which may constitute sexual harassment includes, but is not limited to:
4. Verbal Harassment: sexual innuendos, suggestive comments, insults, humor, jokes about: sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates; or, statements of a sexual nature about other employees, even outside of their presence.
5. Non-verbal Harassment: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls," "smacking" "kissing" noises.
6. Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
7. Physical Harassment: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
8. Textual/Electronic Harassment: "sexting" (electronically sending messages with sexual content, including pictures or video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (email/text/picture/video messages, intranet/online postings, blogs, instant messages and posts on social network websites, like Facebook and Twitter).
9. Physical assaults of a sexual nature included but not limited to rape or sexual battery
10. Unwanted sexual propositions or advances;
11. Intentional physical conduct which is sexual in nature such as touching, hugging, kissing, pinching, patting, grabbing, or intentionally brushing the body
12. Insulting or suggestive sounds (for example, whistling, "catcalls", sexual innuendoes, or, suggestive body gestures, etc.)
13. Inappropriate references or comments about a person's body or body parts
14. Sexually oriented jokes which degrade men or women
15. Cartoons, pinups, calendars, pictures, slogans, etc. of naked men or women or of a sexual nature;
16. Repeated flirtations or sexual comments
17. Turning work discussions into sexual topics
18. Repeating insults against men or women
19. Comments or behavior which promise benefits for sexual favors
20. Pressuring a subordinate to go out on a date
21. Denying a qualified individual job opportunity because of an unqualified individual's voluntary or coerced submission to sexual conduct with a superior
22. Requiring an individual to submit to unwelcome sexual conduct in order to receive an employment opportunity

23. Unwanted sexual advances, propositions or other sexual comments including but not limited to sexually oriented gestures, noises, remarks, innuendo, jokes, or comments or verbal abuse of a sexual nature. Also included are preferential treatment and promises of a preferential treatment to a person for submitting to sexual conduct; and/or
24. Sexual or discriminatory displays, publications, or communications anywhere in the City work place by City employees or others including but not limited to pictures, posters, calendars, graffiti, objects, reading materials, or other materials that are suggestive, demeaning, or pornographic and also, including but not limited to, any display, publications(s) or communications(s) made through the use of a computer, cell phone, personal digital assistant ("PDA"), or similar electronic device(s).

The City prohibits any such conduct in the workplace, and this policy prohibits harassment based on an individual's protected status, even if it does not rise to the level of a legal violation. The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

Procedure for Reporting an Allegation of Sexual Harassment: An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including, but not limited to, the following:

1. **Electronic/Direct Communication:** If there is sexual harassment behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
2. **Contact with Supervisory Personnel:** At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, the City Administrator, or the Mayor.
3. The employee experiencing what she/he believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the City will not be presumed to have knowledge of the harassment.
4. **Resolution Outside the City:** The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the City. However, all City employees have the right to contact the Equal Employment Opportunity Commission (EEOC) for information

regarding filing a formal complaint with those entities. A complaint with the EEOC must be filed within 300 days.

5. Allegations of Sexual Harassment made against an elected official of the City by another elected official of the City: In addition to the methods of reporting included above, an elected official may request an independent review of a complaint of sexual harassment by another elected official. The request shall be to the City Administrator or the Mayor. The official receiving the request shall take immediate action in keeping with the procurement process of the City to retain a qualified individual or entity for the independent review of the allegations of sexual harassment in violation of this policy. The outcome of the independent review shall be reported to the City Council.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the location), including, but not limited to, written records such as letters, notes, memos, and telephone messages.

All allegations, including anonymous reports, will be accepted, and investigated regardless of how the matter comes to the attention of the City. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

Prohibitions on Retaliation for Reporting Sexual Harassment: No City official, City agent, City employee, City department or City office shall take any retaliatory action against any City employee or official due to a City employee's or official's:

1. Disclosure or threatened disclosure of any violation of this policy; or
2. Providing information related to an investigation or testimony before any public body investigating, hearing or inquiry into any violation of this policy; or
3. Assistance with or participation in a proceeding to enforce the provisions of this policy.

For purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer or change in the terms or conditions of employment of any City employee that is taken in retaliation for a City employee's or official's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against, even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Consequences of a Violation of the Policy Against Sexual Harassment: In addition to any and all other discipline that may be applicable pursuant to City policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements, any person who violates the Prohibition on Sexual Harassment, may be subject to any applicable fines and penalties established pursuant to state law or federal law and applicable disciplinary actions up to and including termination by the City and any person who violates this policy may also be subject to disciplinary action up to and

including termination by the City. Each violation may constitute a separate offense. Any discipline imposed by the City shall be separate and distinct from any penalty imposed by a court of law or a state or federal agency.

Consequences for Knowingly Making a False Report of Sexual Harassment: A false report is a report of sexual harassment made by an accuser to accomplish an outcome other than stopping sexual harassment or stopping retaliation for reporting sexual harassment.

A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to disciplinary action up to and including termination pursuant to applicable City policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

E. PRE-EMPLOYMENT PHYSICAL EXAMINATION

Policy: It is the policy of the City of Glendale to hire employees who are able to meet the physical requirements of the job for which they are being hired.

All applicants who are offered employment with the City of Glendale must complete a physical examination before commencing employment with the City. This will be coordinated through the Human Resources Department with a health care professional chosen by the City, and at the City's expense.

All applicants must be certified by the health care professional chosen by the City as being able to perform the functions of the position being offered to be employed by the City.

Subsequent Testing: The City may require an employee at any time during the course of their employment to have a physical examination at City expense with reasonable notice, if in the opinion of the City the employee's health or physical condition presents a hazard to the employee, fellow employees, or the public; or if the employee's health or physical condition can reasonably be expected to present a liability to the City.

F. DRUG-FREE WORKPLACE ALCOHOL AND DRUG POLICY

Policy: The City of Glendale prohibits its employees from being under the influence of alcohol while on duty. Employees are also prohibited from possessing, using, or consuming alcoholic beverages on its property. Exemptions to the Policy are permitted for "social" events determined by the City Administrator, particularly for events and activities at Richard E. Maslowski Community Park and other City-sponsored special events. "Under the influence" is defined as any detectable amount of alcohol. Possession of alcohol does not apply to employees who store alcohol in their personal vehicles for consumption off premises.

The City of Glendale prohibits its employees from using, possessing, manufacturing, distributing, selling, or being mentally or physically impaired by any illegal drug during working hours, including lunch or other break periods, or while on City property, except as noted below. "Mentally or physically impaired" is defined as any detectable amount of an illegal drug. Illegal drugs include any "controlled substance" as defined by state and/or federal laws. Examples of such illegal drugs include, but are not limited to: marijuana, hashish, amphetamines, barbiturates, tranquilizers, narcotics, cocaine, and hallucinogens, such as LSD or PCP. The only exception to this policy is as follows:

The use of a "controlled substance" as prescribed by a medical or dental practitioner licensed to prescribe "controlled substances" shall not subject an employee to disciplinary action. If the employee reasonably expects that such use will affect his/her faculties in any way contrary to safety or functioning of the employee, the employee should report such use to his/her supervisor.

Whenever an employee's supervisor has reasonable cause to believe that an employee is using and/or under the influence of alcohol or an illegal drug, the employee may be required to submit to a reasonable medical examination and may be referred to the City's EAP for further assessment. Any employee who refuses to submit to a reasonable medical examination or accepts a referral to the EAP for assessment may be subject to disciplinary action up to and including discharge.

Employees are strongly encouraged to refrain from all activities that may create an apparent conflict with the intent of this policy, such as consuming alcoholic beverages before normal working hours. The immediate benefits of adhering to this practice include achieving the highest level of employee performance and well-being.

An employee experiencing a problem with alcohol or drug use is encouraged to utilize the City's Employee Assistance Program. That program is designed to provide assistance to employees and their families in dealing with a wide range of personal problems, including alcohol or drug abuse/dependency. Employees will not be disciplined for participation in the Employee Assistance Program; however, if an employee engages in conduct that is in violation of this policy regarding alcohol or other drug use, participation in the program will not excuse the employee from the disciplinary consequences of such conduct.

Violation of this policy will result in disciplinary action, up to and including termination for cause. The City will take appropriate personnel action against such an employee or require the employee to participate in a drug abuse assistance or rehabilitation program, depending on the circumstances.

An employee must notify the City of Glendale of any criminal statute conviction involving drugs or alcohol that occurred in the workplace.

G. VIOLENCE IN THE WORKPLACE

Purpose: The City of Glendale is committed to providing a safe and secure workplace for its employees and a safe place of business for its customers.

Policy: The City will investigate allegations of any violent or intimidating behaviors, gestures, or acts in the workplace or incidents involving the destruction of City property. All threats will be taken seriously, not dismissed as harmless joking, a mere personality issue, or just “blowing off steam.”

This policy applies to any form of workplace violence occurring on the worksite or involving City employees engaged in the performance of their work duties whether on or off the worksite. Violence occurring at other locations involving City of Glendale employees will come under this policy if it adversely affects the interests of the employee.

This policy also applies to domestic violence situations where physical harm, threat of harm or fear of harm creates a safety issue for any employee while conducting City of Glendale business. Domestic violence threats at work must be met with the same level of response as any other kind of threat.

Violence Defined: Workplace violence is any direct, conditional, or implied threat, intentional act or other conduct which reasonably arouses fear, hostility, intimidation, or the apprehension of harm in its target witnesses, regardless of location of such acts. This includes words or actions, which, by inducing fear, cause a person to do or refrain from doing an act (e.g. a supervisor avoids giving discipline; employees avoid work tasks or work interactions).

Workplace violence also includes vandalism or the destruction of property at the worksite belonging to an employee, customer, vendor, or the employer. The employer’s property includes all items owned or leased.

This policy shall not apply to any manager, supervisor, or other person who, acting in a civil manner and within the scope of their authority, is carrying out their duties, such as administering discipline and/or constructive feedback to another employee, or engaging in an enforcement action.

Threat Defined: A threat is the implication or expression of intent to inflict physical or emotional harm and/or actions that a reasonable person would perceive as a threat to personal safety or property.

Threatening behaviors include, but are not limited to:

1. Non-verbal threats, examples of which include glaring or staring with the intent to intimidate or insulting gestures.
2. Mail, facsimile, messages, phone calls, e-mail or any correspondence deemed by a reasonable person to be intimidating, threatening, or coercing.
3. Intimidating, stalking, or coercing fellow employees on or off premises at any time, for any purpose that in the employer’s judgment affects its business interest.

Individuals who apply for and obtain a protective or restraining order listing a City facility as a protected area must provide the following to their manager:

- a copy of the petition and declaration used to seek the order,
- a copy of any temporary protective restraining order and/or,
- a copy of a protective restraining order that is made permanent.

Workplace/Worksite Defined: Workplace/worksite means any location where City of Glendale employees are carrying out their job duties or are contacted for reasons related to their job duties.

No employee may bring unauthorized weapons (whether assembled or unassembled) of any type into their worksite building or worksite vehicle. Employees are allowed to have a weapon in their private vehicle while parked in a municipal lot, but the weapon must be stored out of sight and in a secure location (such as in the trunk of a vehicle or in a locked glove compartment. Law enforcement officers and those employed by the Division of State patrol, or other law enforcement agencies may bring Department authorized firearms to the worksite if authorized by the Police Chief, the Administrator of the Division of State patrol, the sheriff of any county, or the chief of police of any city, village or town. Authorization to bring weapons other than firearms to the worksite must be granted by appropriate Department management.

Weapons Defined: Weapon means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm.

Reporting: All employees, especially management employees, are required to report any potentially dangerous behavior or threats they have received, witnessed, or been told of, regardless of the degree of severity or the relationship between the parties to their immediate supervisor or the next supervisor in the chain of command. There will be no retaliation against an employee who makes a good faith report of such behavior.

Investigation: An investigation will be conducted of any and all complaints for workplace violence. Any employee who engages in workplace violence and/or intimidation shall be subject to disciplinary action, up to and including dismissal from employment.

Zero Tolerance: The City of Glendale considers some actions to be so egregious as to warrant placing an employee on administrative leave while an investigation is conducted. Employees found to be engaging in these actions would typically be placed on administrative leave with pay pending the completion of an investigation and may receive significant discipline or discharge. Examples of these behaviors include, but are not limited to:

- Hitting, punching, or inflicting bodily harm to another person;
- Bringing an unauthorized weapon into the workplace;
- Deliberate and substantial destruction of City of Glendale property;
- Threatening or intimidating employees, customers or others with force or violence;
- Threatening or intimidating behavior that is repeated or severe enough that it interferes with job performance.

H. WORKPLACE SAFETY/WORKERS COMPENSATION

Purpose: The City of Glendale is committed to furnishing a safe place of employment that includes the use of safety devices and safeguards, methods, and processes reasonably adequate to render employment safe, and other things reasonably necessary to protect the life, health, safety, and welfare of such employees.

Policy: The City of Glendale subscribes to and follows the requirements of the law that relates to the protection of the life, health, safety, and welfare of City employees.

The City of Glendale has developed and maintains a comprehensive safety program conforming to tried and accepted safety practices. This program encourages proper attitudes toward injury and illness prevention on the part of both management and employees. It also requires cooperation in all safety and health matters, not only between supervisors and employees, but also between each employee and his/her co-workers. It is the major objective of the safety program to protect the City of Glendale's most valuable asset – its employees.

Workplace Safety: Any unsafe practice or condition, affecting persons, property, or equipment, must be reported immediately to your supervisor. Should a hazardous situation exist, safety always takes precedence over continuing operations.

Employee: Job safety is everyone's responsibility. You, as a City employee, are required to follow all safe work procedures and must always conduct yourself carefully. Most accidents are caused by carelessness and horse play. When you observe unsafe working conditions, it is your obligation either to correct the problem or to report it to your supervisor. It is not your responsibility to attempt a job which appears to be unsafe; ask your supervisor for instruction or clarification. Similarly, all work areas are to be kept clean and free from debris, and tools and equipment are to be kept clean and in good repair. Failure to follow safe work procedures may result in disciplinary action, up to and including immediate termination for cause.

Please refer to the City of Glendale Safety Handbook for more detailed information about safety procedures.

No Retaliation: Retaliation against employees for reporting workplace safety issues or a work-place injury is prohibited and will not be tolerated. Offenders will be subject to disciplinary action up to and including immediate termination for cause.

City employees are encouraged to submit suggestions to their supervisor or to Human Resources regarding ways to increase workplace safety. It is our collective workplace and any suggestion to make it safer will receive careful consideration.

Worker's Compensation: The City carries Worker's Compensation insurance to protect its employees against losses due to injury or illness caused while in the performance of his/her duties. Whenever an employee is injured in the scope of the employee's employment, he/she shall keep the Worker's Compensation check and receive a supplementary check from the City, the total of the two (2) checks shall be equal to the same amount as if the employee was still receiving his/her normal pay.

Employees who suffer a compensable injury under Worker's Compensation are eligible to receive income continuation for twelve (12) months, or until the employee is able to return to work, whichever occurs first.

In Case of Injury in the Workplace

1. All injuries, no matter how slight, must be reported immediately to your supervisor. The supervisor will in turn immediately report to Human Resources using the City Employee Accident Investigation Form. Sick leave will be utilized for any employee absence until an Accident Investigation Form is completed. (CC8-22-16)
2. If immediate medical attention is required, the injured employee shall be sent to the nearest medical facility capable of handling the type of injury involved.
 - a. If the injury demands immediate emergency medical treatment, the employee shall be sent to the emergency room at the nearest hospital.
 - b. If an ambulance is needed, 911 shall be dialed.
3. A return-to-work slip shall be provided to the employee's supervisor directly following a doctor's visit. A copy shall immediately be sent to Human Resources.

B. LIGHT DUTY

The best interests of the City and its employees are served when injured or ill employees return to work as soon as they are able. Light duty work is work which requires only a minimum of physical exertion and can be accomplished by an injured or ill employee without risk to the employee's recuperation process and without potential risk of harm to others. When employees are on leave of absence for an injury or illness, the department head may recommend, and the City Administrator may approve a light duty assignment in accordance with the procedures identified below. There is no guarantee of a light duty assignment. Light duty assignments will be considered on a case-by-case basis and shall be based on the operational needs of the City.

Further, light duty assignments are temporary and are reserved for employees who will be able to recover from their injuries. Light duty assignments are intended to benefit the employee and the City and to the extent that light duty assignments cease to serve the operational needs of the City, light duty assignments will be terminated.

1. An employee may be required, or may volunteer, to work in an available revised duty assignment, whether the injury was sustained on-duty or off-duty. The number of light duty assignments available is limited. Therefore, on-duty injuries have priority over off duty injuries in the selection of duty assignments.
2. The work the employee performs must be within the physical limitations prescribed by the employee's and/or City-designated physician.
3. The work the employee performs must have existed within the department before the illness or injury occurred.
4. No employee will be moved from his or her regular job to make a light duty situation available to another employee.
5. The performance of light duty work shall not otherwise disrupt the functioning of the department within which the light duty is being performed.

6. Employees may be removed from limited duty assignments if appropriate work is not available, or if the employee cannot satisfactorily perform the work assigned. In most cases, light duty assignments will not be allowed for more than 90 days.
7. It is recognized that the nature of the injury and the skills of the employee will determine what assignments are made. The nature of the injury and the skills of the individual must be balanced against the needs of the department. (ex. an administrative or clerical employee with a broken arm may be able to perform office work that a utility person or mechanic with the same type of injury is unable to do.)
8. The City is the employer, not the department. It is the primary goal of this policy that departments find alternative work assignments for employees assigned to their respective departments. However, when the employee's department head cannot find suitable work, suitable restricted work may be sought in other departments.
9. An employee who is authorized and assigned light duty work shall continue in his status as an employee of the City, with the same wage and benefits that were assigned to his regular position.
10. The City may require the employee to submit to an examination by another physician at the City's expense to determine the employee's fitness for duty, even light duty. The determination of the City's physician will govern in the case of a dispute between the City's physician and the employee's physician. The City also reserves the right to review an employee's status at any time during the duration of the light duty assignment.
11. The decision of the City Administrator shall be final with respect to the determination of whether a light duty assignment is available within the limits of the physician's restrictions. No light duty assignments will be made permanent and requests for light duty may be denied where there is no reasonable expectation of the employee returning to regular duty within 90 days.
12. If an employee is granted light duty, the light duty assignment generally shall not exceed 90 days. If at the end of that time, the employee is still not medically released to perform full duties as defined by the employee's official job description, he shall either: (1) be reclassified or reassigned; or (2) be placed on a leave of absence with or without compensation; or (3) apply for a disability pension; or (4) be subject to commencement of the termination process. Such a decision shall be made by the City Administrator based on the circumstances of each specific case and in accordance with applicable laws.
13. The City will treat pregnancy as any other non-job-related disability. Any restrictions imposed by a pregnant employee's physician, or the City-designated physician will be reviewed to determine if light duty assignments are available consistent with the employee's prenatal restrictions.
14. Failure to report for or to carry out the assignments of the limited duty work status may result in disciplinary action, up to and including termination for cause.
15. No light duty assignments shall result in overtime.
16. This policy will be interpreted and applied consistent with the City's obligations under the Family and Medical Leave Act, the Americans with Disabilities Act, and all other applicable laws. Exemptions will be made only as necessary to comply with those laws and as approved by the Common Council.

17. Nothing herein shall be construed to require the City to create a light duty assignment for an employee. Employees will only be assigned light duty assignments when the City determines that the need exists, and only as long as such a need exists.

III. PERSONAL CONDUCT POLICIES

A. GENERAL STANDARDS OF PROFESSIONAL & ETHICAL CONDUCT

Purpose: The City of Glendale is committed to maintaining the highest standards of conduct and ethics. This Policy reflects the practices and principles of behavior that support this commitment.

Policy: The City will investigate any possible fraudulent or dishonest use or misuse of City resources or property by staff, management, volunteers, and elected officials. The City will take appropriate action against anyone found to have engaged in fraudulent or dishonest conduct, including disciplinary action by the City, or civil or criminal prosecution when warranted.

All are encouraged to report possible fraudulent or dishonest conduct as provided under the procedures set forth in the next section.

How to Report:

- Concerns about possible fraudulent or dishonest use or misuse of resources should be made in writing and forwarded in a sealed envelope to the appropriate Department Head. In the case of fraudulent or dishonest behavior by a Department Head, the concern should be reported to the City Administrator. In the case of fraudulent or dishonest behavior by the City Administrator, City Council member or Committee member, the concern should be reported to the Mayor.
- Sufficient information should be provided in order that an investigation can be conducted. The envelope should be marked as “Confidential – Standards of Conduct Policy”. These concerns may be submitted on a confidential, anonymous basis, if the person so desires.

The City encourages those submitting concerns to put their names to allegations because appropriate follow-up questions and investigation may not be possible unless the source of the information is identified. Anonymous whistleblowers must provide sufficient corroborating evidence to justify the commencement of an investigation. An investigation of unspecified wrongdoing or broad allegations will not be undertaken without verifiable evidentiary support. Because investigators are unable to interview anonymous whistleblowers, it may be more difficult to evaluate the credibility of the allegations and therefore, less likely to cause an investigation to be initiated.

Confidentiality: Complaints under this policy will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and the law. Generally, this means that complaints will only be shared with those who have a need to know so that the City can conduct an effective investigation, determine what action to take based on the results of any such investigation, and in appropriate cases, with law enforcement personnel.

Should disciplinary or legal action be taken against a person or persons as a result of a complaint, such persons may also have the right to know the identity of the person filing the complaint.

Malicious Allegations: Malicious allegations may result in disciplinary action.

No Retaliation: Employees of the City may not retaliate against a employee for informing management about an activity which that person believes to be fraudulent or dishonest with the intent or effect of adversely affecting the terms or conditions of the employee's job, including but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or wages. Employees who believe that they have been retaliated against may file a written complaint with the City Administrator or the Mayor. Any complaint of retaliation will be promptly investigated and appropriate corrective measures taken if allegations of retaliation are substantiated. This protection from retaliation is not intended to prohibit managers or supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors.

An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy or practice in writing to the attention of the appropriate person and provides the City with a reasonable opportunity to investigate and correct the alleged unlawful activity.

A. POLITICAL ACTIVITIES WHILE ON THE JOB

Purpose: The City encourages employees to be active citizens and engage in the political process. However, City employees are expected to recognize the unique position they hold as a public employee. The City serves all citizens without regard to political affiliations.

Policy: City employees shall not take part in any political campaigning in their capacity as a City employee. When engaging in political activity or engaging in discussion of issues of public importance, you are expected to ensure that your actions and positions are not attributed to the City.

City resources may not be used for promoting a particular candidate or a political party.

The distribution or wearing of political badges, buttons or printed matter during working hours or their placement on City property is prohibited at any time. With due consideration for the spirit and letter of this policy, political activities outside of working hours not otherwise attributable to the City or your employment with the City are within the proper exercise of citizenship.

B. CUSTOMER RELATIONS

Policy: As a City employee it is necessary for you to work with citizens, vendors and others while performing your job. At all times, such relationships shall be professional in nature. Your interaction with everyone must be courteous and professional. Any physical, verbal, sexual or other abuse under any

circumstances is inappropriate. Courtesy, friendliness as well as prompt and effective service are required. You are expected to incorporate these standards into your job.

C. GIFTS & FAVORS

Policy: City employees shall not directly or indirectly solicit or accept any personal gifts, favors, services, money, or anything with an individual or cumulative value of \$25.00 or more from the public or any organization. Employees shall not accept gifts, money, or anything of value for services which they are employed by the City to provide (e.g. enforcing City/State laws and/or codes, enforcing City contracts, inspections, citizen assistance, etc.).

Employees are required to immediately disclose to their Supervisor and the Human Resources Department any offer or receipt of a gift of money or anything of value which may tend to influence the impartial discharge of the employee's duties from any person, business entity or other organization to the employee or a member of his/her immediate family (i.e. father, mother, brother/sister, spouse, children).

Employees with enforcement/inspection/decision-making responsibilities should bear in mind that the donor of gifts, presents, or favors may come to expect or seek preferential treatment later. Gifts from "grateful/appreciative" citizens are to be discouraged. If gifts cannot be declined gracefully, the employee should report receipt to his/her immediate supervisor who will coordinate appropriate disposition.

D. TECHNOLOGY USE POLICY

Purpose: The City's computers, networks, programs, communication devices and tools, other technology, and internet (collectively "technology") are intended as tools for the City to serve the public and the City and are provided so employees may better perform their job-related responsibilities. Inappropriate use can adversely affect the City, interfere with the work of its employees, increase its costs, and even expose the City to damage, liability, and security risks.

Policy: The City provides technology to employees to support the performance of their duties and operations. The personal use of City technology should be kept to a minimum to ensure efficient and effective City operations.

Monitoring: To protect its interests, the City reserves the right to monitor all employee use of technology. No employee should expect privacy or secrecy in the use of technology. Employee use constitutes acceptance of the City's monitoring and disclosure of the employee's use. The City reserves the right to limit the use of its technology at any time for any reason. The City may consent to the disclosure of information about use of technology or any other property as required by law or otherwise deemed appropriate by the City.

Personal Use: The work of the City and the public always comes first. Unnecessary or excessive use by one person may tie up equipment or limit others' access. Use leaves a record of the City name and your

identity on the technology and at every internet site visited, and may result in unwanted or inappropriate return e-mails, solicitations, viruses, and other harmful items.

No written policy can list every conceivable circumstance that relates to proper use. The City's employees are professionals who are expected to exercise responsible professional judgment. The City has complete and sole discretion to determine whether any use or access is inappropriate, even if the use is not expressly prohibited or addressed in this policy.

The City may ask employees to stop any use it believes is improper. In addition, the City may block access to any content it believes is not appropriate. Employees who do not adhere to this policy may be disciplined, which can include restriction of internet use or discipline up to and including termination. If you have a question about whether a particular use of the City's technology is proper, you should consult with your supervisor before engaging in such use.

Electronic Communication: The City provides some of its employees with electronic communication tools such as email, voicemail, cell phones, text messaging, pagers, computers and other communication tools and devices so they may better perform their job-related duties. The City's electronic communications system includes all messages sent through the City's computer network either externally via the internet or internally and through City issued communication devices and networks.

Electronic communications should be courteous, concise, focused and written or spoken in proper business English. The same care should be used in drafting electronic communications as is expected for drafting any other written communication. All electronic communications are unavoidably attributed to the City. When composing electronic communications, employees should keep in mind that personal comments may be perceived as comments made on behalf of the City.

Electronic communications may reside on the system in different recoverable forms (system backup, sent mail folders, spool queues, etc.). Employees should not assume that deleting a personal electronic communication removes all incidents of their existence. If there is a review of the information or an investigation, litigation, or other proceeding that requires or makes desirable the review or production of City records, it is likely that electronic communications will be requested and potentially disclosed.

Moreover, employees should not delete any communications that are records under Wisconsin's Public Records Law. No one should expect privacy or secrecy in the use of City technology or City-issued communication devices such as email, text messages, cell phone messages, or calls. The City does not condone "snooping"; employees should not read or review communications not sent to them except for legitimate business reasons. If internal communication is confidential, it should be distributed personally or by a confidential routing envelope and not by e-mail. Employees should not presume electronic communication sent via the internet is confidential unless it has been encrypted by the City.

Social Media: The City recognizes that technology is changing at a rapid pace and the City, and its employees, must adjust to an ever-changing world. The City also recognizes that not all employees use social media. For employees who use social media, the City expects them to do so in a responsible and

respectful manner.

It is the policy of the City that information, in all its forms – written, spoken, recorded electronically, or printed – will be protected from accidental or intentional unauthorized modification, destruction or disclosure. All electronic media must be protected from misuse, unauthorized manipulation, and destruction.

The City reserves the right to review employees' use of social media and determine if abuse is occurring. Social media under this policy includes participation in a listserv. Participation in listservs should be limited to those used for business purposes. Employees should be mindful that postings to a listserv are distributed to many unknown readers and can later be quoted in public materials. Employees must understand and comply with the guidelines and protocols of each listserv to which they subscribe.

Under no circumstances should employees use social media to engage in or post communications or material that would violate any Handbook policy, including, but not limited to, the Harassment & Retaliation Policy, the Confidential/Privileged Information Policy, or the City's Work Rules. If you have a question about whether a particular use of electronic communication or social media is appropriate, you should consult with your supervisor before making such communication.

Prohibited Software: Software purchased and licensed for personal use may not be installed on City computers. The City periodically may, at any time, conduct an audit or interrogation of computers for installed software and related printed material that is not included on a then-current inventory of City-authorized software. All unauthorized software will be removed and destroyed. Proprietary Rights and Licensed Software City technology resources may not be used to violate proprietary rights, including copyright, trademark, trade secrets, right of publicity or any other intellectual property rights. For example, unless consistent with all applicable licenses, users may not post or download any data (including software) protected by copyright or patent law. Likewise, users may load only licensed software from the Internet or other source onto a City-provided workstation or laptop if use of the software is consistent with the license and the original software license remains at the City office so that the City may conduct accurate audits (and respond to external audits). All software must be approved by the City Administrator prior to downloading. Employees may not interfere with, misuse, damage, attempt to damage, delete, appropriate, or otherwise improperly use any property of the City, including, but not limited to, software owned, licensed, utilized and/or operated by the City.

IV. WORKPLACE POLICIES

B. INCOMPATIBLE OUTSIDE EMPLOYMENT

Policy: An individual's employment with the City shall be considered their primary employment. City employees may not engage in outside employment which conflicts with or affects the performance of their duty.

The City does not prohibit employees from accepting outside employment that does not interfere or conflict with their duties for the City. During your working hours you are expected to be working for the City. You are not permitted to work for another employer while you are working for the City.

C. USE OF CITY PROPERTY OR EQUIPMENT

City property/equipment shall be used by employees only in conjunction with the performance of City operations and duties. Any removal/use of City property/equipment for personal, non-work-related use is not permissible.

Public Works employees (only) may utilize the City Services garage for washing or changing a tire on their personal vehicles. Personal use of the City's vehicles, trailers, mowers, hydraulic/electric lift, supplies, and power tools (leaf blowers, chainsaws, etc.) is prohibited.

D. JOB VACANCIES & JOB POSTINGS

Eligibility: Individuals shall be recruited from a geographic area as wide as is necessary to assure well-qualified candidates apply for the various types of positions.

Nepotism: No two members of an immediate family or intimate relationship shall be employed, promoted, or transferred to any department, division, or work unit when as a result they would be directly supervising or receiving direct supervision from the other. Exceptions may only be granted by the Common Council.

Notification: The Human Resource Director shall recruit full-time vacant positions. Such various media of publicity shall be used as might be expected to bring notice of vacancies to as many qualified persons as possible. In the case of police personnel, the procedure of the Police & Fire Commissioners shall govern recruitment.

When a full-time position becomes available, there will be internal postings advertising the position. The position may be filled by a fully qualified employee from that department without the necessity for publishing a vacancy externally.

Acceptance of Applicants: Application for employment may be accepted at any time a vacancy exists. Except for positions in the Police Department, each candidate for municipal employment shall make application in the manner prescribed by the Human Resource Director. Police candidates shall follow procedures established by Police and Fire Commission.

References: As part of the pre-employment procedures, former supervisors, employers, and other references provided by candidates shall be checked. Reference checks made by personal or telephone contact, shall be documented and made part of the applicant's file. These reference checks shall be completed prior to an offer of employment.

Pre-employment testing Test: As a condition of employment, all new hires (excluding elected officials and poll workers) shall be required to pass a background check, physical, and drug test as it pertains to the position.

E. EVALUATION PERIOD

The evaluation period shall be up to twelve (12) months. The evaluation period is a time for both the employee and his supervisor to get acquainted with and evaluate the employee's new role within the City. All supervisors are encouraged to complete at least one interim performance evaluation before the end of the evaluation period.

The evaluation period in no way alters an employee's at will status. Prior to completion of the probationary period, the department head shall make every effort to evaluate the employee. The following factors may be included in this evaluation:

1. Job performance
2. Work attendance
3. Employee attitude and ability to work with fellow employees
4. Ability to accept responsibility
5. Compliance with established safety standards for the job in question
6. Any other pertinent characteristics determined by the City Administrator

Based upon these criteria the department head and City Administrator will evaluate the employee at the end of the evaluation period and:

1. If the performance has been satisfactory, assign the employee to non-probationary status.
2. If the performance has been unsatisfactory, dismiss the employee from employment.
3. If there is reason to believe that an employee may develop the ability to perform satisfactorily, the evaluation period may be extended for a period not to exceed six (6) months for the department head and City Administrator to make a further evaluation and for a decision to take place.

Special Licenses and Certifications: During the evaluation period, it might be necessary for employees to enroll in training programs necessary to perform the essential job duties. If during an evaluation period, an employee enrolls and completes a required training program, such as a commercial driver's license (CDL) and the cost to the City is in excess of \$2,000, and the employee voluntarily leaves

employment with the City during the evaluation period, the Employee shall have the cost of this training deducted from their final paycheck.

F. PROMOTIONS, TRANSFERS & DEMOTIONS

Promotion: Vacancies shall be posted on a designated bulletin board accessible to City employees. Vacancies shall be filled when practical by the promotion of existing employees when, in the judgment of the Human Resource Director and Administrator, it is in the best interest of the City to do so. Promotions in every case must involve a definite increase in duties and responsibilities and shall not be merely for the purpose of affecting an increase in compensation. Promotion, other than for police officers, shall be based on the applicant's qualifications, and record of performance. Applicable Wisconsin State Statutes will apply to promotion of members of the Police Department.

Transfers: Transfer of an employee from one position to another without significant change in level may be effected when the employee meets the qualification requirements for the particular position; if it is in the best interests of the City; if further training and development of an employee in another position would be beneficial to future staffing potential of the City; and if it meets the personal need of the employee as consistent with the other requirements of this rule.

Demotions: An employee may be demoted to a position of lower grade for which the qualifications are met, for any of the following reasons:

- When an employee would otherwise be laid off because the position is being abolished; lack of work; lack of funds; or because of the return to work from authorized leave of another employee to such a position in accordance with the rules on leave;
- When an employee cannot fulfill the required duties of the position according to the job description for the position, with or without reasonable accommodation as required by law, because of disability.
- When an employee does not possess the necessary qualifications to render satisfactory services in the position held.
- When an employee voluntarily requests such demotion.
- As a disciplinary action taken by a Department Head.

All demotions must receive the approval of the Human Resource Director except in the case of police personnel wherein the applicable Wisconsin State Statutes shall govern.

An employee who is demoted unwillingly may appeal the demotion to the City Administrator. The City Administrator shall carefully consider the appeal and transmit to the employee a letter containing a decision within 14 days.

G. LAYOFF & REHIRE

In the event that a layoff is expected, the City will attempt to communicate information about an impending layoff as soon as possible. Management reserves the right to alter the layoff procedure when necessary.

An employee selected for layoff will be given as much notice as is required by law or as much as is reasonable under the circumstances and will be informed of the reason for the layoff, the estimated length of the layoff, and any rights they must appeal their selection for layoff to the Common Council.

Employees within each affected department typically will be selected for layoff in the following order:

- Temporary and part-time employees will be laid off first.
- New employees covered under the Probationary Period will be laid off next.
- Full-time employees will be laid off last, based on their demonstrated ability to perform the available work and their length of service.

Employees will be recalled according to business need and their ability to perform the job. An employee's length of service is measured from the original date of hire with the City, as long as there has not been a break in service. In the event that a layoff extends beyond 30 calendar days, employment will be terminated. Employees who are terminated because of a layoff will be maintained on a recall list for one year or until management determines the layoff is permanent, whichever occur first.

If a determination is made that a layoff is permanent, laid-off employees will be notified in writing via certified mail, return receipt requested. Because removal from the recall list terminates all job rights the employee may have, employees should report to Human Resources, if they change their home address or if they become unavailable for recall.

H. PERSONNEL FILE ACCESS

Written personnel records are essential to the establishment of factual data regarding the employment history of all personnel. In addition, for the purpose of meeting a variety of legal requirements, the establishment and maintenance of records relative to all personnel department activities is essential.

An individual personnel file shall be maintained for each person employed by the City of Glendale. The active files shall consist of the individual files of all persons currently on the City payroll.

The inactive files shall consist of the individual files of all persons formerly employed by the City. At a minimum, the individual files of all current employees shall contain the following:

- The full name, current address, telephone number and Social Security number of the employee.
- The title of the position currently held.

- The employee's initial starting date.
- The current salary of the employee.
- The person's original application and/or resume, for employment.
- Any required payroll deduction or withholding authorization forms.
- Payroll Direct Deposit authorization forms.
- All appropriate fringe benefit enrollment and waiver forms.
- All personnel action forms and official correspondence relative to the person's employment with the City of Glendale.

Individual records relative to employee discipline, grievances, physical fitness, occupational injury, and job performance shall be maintained for each employee. Any such records, including individual files, shall be considered confidential in order to prevent the invasion of privacy and shall be provided only to the employee (or his authorized representative), the Human Resource Department, the individual's supervisor and authorized Federal and State representatives who have authority to review such official records for official reasons.

Access to an individual's personnel file shall be granted in accordance with State laws. Copies of documents contained within an individual's personnel file shall be provided to the individual or his/her authorized representative upon request.

After reviewing his/her personnel records, the employee has the right to request that records that are believed to be inaccurate be removed from their file. If the City denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the City intends to release the disputed record to a third party, the City must also release the attached employee rebuttal statement to the third party.

Third parties who wish to access personnel records will be permitted such access in accordance with State Law. The requesting party shall be assessed a reasonable fee for the cost of reproducing the requested documents as provided under the City's public records policy.

Records will be retained consistent with federal and state requirements.

I. EMPLOYEE DISPUTE RESOLUTION PROCEDURE

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline and termination. This policy applies to all employees covered under Section 66.0509, Wis. Stats. This policy does not apply to represented sworn police officers. An employee may appeal any level of discipline under this grievance procedure. For purposes of this policy, "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 same.

Employees should first discuss complaints or questions with their immediate supervisor. Every

reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance.

1. Step 1 – Written Grievance Filed with City Administrator. The employee must prepare and file a written grievance with the City Administrator within five (5) calendar days of when the employee knows, or should have known, of the events giving rise to the grievance. The written grievance must contain the name and position of the employee filing it, a statement of the grievance, the issue involved, the relief sought, the date the event giving rise to the grievance took place, the employee's steps to orally review the matter with the employee's supervisor and the employee's signature and the date. The City Administrator or his designee will investigate the facts giving rise to the grievance and inform the employee of his or her decision, if possible within ten (10) business days of receipt of the grievance. In the event the grievance involves the City Administrator, the grievance shall be filed with the Mayor and the Mayor or his designee shall conduct the Step 1 investigation.
2. Step 2– Impartial Hearing Officer. If the grievance is not settled at the first step, the employee may request in writing, within five (5) business days following receipt of the City Administrator's decision, a request for written review by an impartial hearing officer. The City shall select the impartial hearing officer. The hearing officer shall not be a City employee. The impartial hearing officer will determine whether the City acted in an arbitrary and capricious manner. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.
3. Step 3 – Review by City Common Council. If the grievance is not resolved after Step 2, the employee shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the City Common Council. The Common Council shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The matter will be scheduled for the Common Council's next regular meeting. The Common Council will inform the employee of its findings and decision in writing within ten (10) business days of the Common Council meeting. The Common Council shall decide the matter by majority vote and this decision shall be final and binding. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved

J. DISCIPLINARY ACTION

The City will discipline employees if the employee engages in conduct which is contrary to accepted practices or City's interest. Depending upon the seriousness of the offense, violators may receive a verbal warning, written warning, suspension without pay, or dismissal.

The following are some of the common guidelines you are expected to observe at all times. These guidelines are not inclusive and are not intended to limit the City's right to take other disciplinary action as necessary.

An employee found to have engaged in any of the following acts of misconduct will be subject to discipline, up to and including termination.

1. Dishonesty or falsification of records.
2. Insubordination (refusal to carry out a reasonable order, insolence, talking back, arguing, verbal abuse or assault of a supervisor, co-worker, or member of the general public).
3. Theft or misappropriation.
4. Destruction or negligent use of City equipment or property.
5. Use of intoxicants, illegal drugs, or controlled substances while on duty or closely preceding duty to the extent that the effects on the user are apparent on the job (including abuse of prescription or other medications.)
6. Possession of intoxicants or illegal drugs while on duty or closely preceding duty.
7. Fighting or creating a disturbance among co-workers resulting in an adverse affect upon morale, production, or maintenance of proper order.
8. Disorderly or immoral conduct on City premises.
9. Conviction of a serious crime.
10. Unavailability for work because of incarceration.
11. Absence without authorized leave, or misrepresenting the purpose of an authorized leave.
12. Habitual tardiness.
13. Use of official position or authority for personal profit, sexual purpose, or political advantage.
14. Harassment including sexual harassment of co-workers, supervisors, subordinates, or citizens.
15. Engaging in discriminatory or abusive conduct with respect to employees and customers protected by equal opportunity laws.
16. Gambling on City property.
17. Disregard or repeated violation of safety rules and regulations.
18. Knowingly making false or malicious statements with the intent to harm or destroy the reputation, authority or official standing of individuals or organizations.
19. Acceptance of any gift, favor, or service in return for performing duties that might reasonably be viewed as tending to improperly influence an employee in the discharge of his official duties.
20. Violation of established department work rules.
21. Negligent work performance or failure to perform duties in accordance with department standards.
22. Participation in a work stoppage such as strikes or slow-downs.
23. Unauthorized use or abuse of City equipment or property.
24. Failure to report an accident and/or injury within 24 hours.
25. Using abusive, inappropriate or intemperate language.
26. Sleeping on duty.
27. Theft of time and/or improper modification of time worked records.
28. Failure to return to work the day following the expiration of an authorized leave of absence.
29. Removal of items from City or citizen's premise (whether it be junk, salvage, recyclable or new) without the prior consent of the employee's Department Head.
30. Failure to provide proper personal hygiene or causing unsanitary conditions for others; failure to clean assigned workplace at the end of the work shift.

31. Leaving or preparing to leave work without permission prior to the scheduled quitting time.
32. Entering and/or gaining access to unauthorized or restricted areas, property or records, or removing them from City premises; breaking and entering into City premises.
33. Possessing firearms or other weapons on City premise in unauthorized locations.
34. Acting in a manner of gross neglect, carelessness or negligence resulting in injury, property damage, or other dangerous conditions

K. SEPARATION FROM EMPLOYMENT

Purpose: To establish separation procedures regarding an employee's last day of work whenever an employee retires, resigns, or is terminated from employment with the City. These procedures apply to both civilian and sworn employees.

Policy: Separation procedures should be handled in a professional and dignified manner, regardless of whether the separation was voluntary or involuntary. Separated employees shall be required to return all department-issued equipment and sign a nondisclosure agreement (Addendum A) that they will not retain or divulge restricted or sensitive information concerning department activities and personnel.

Retirement / Resignation: A two-week written resignation notice is required of employees who choose to discontinue employment with the City of Glendale. The notice, stating the reason for termination, should be given to the immediate supervisor.

Employees retiring or resigning shall retain access to department equipment and resources through the duration of their workday. They will return their department-issued equipment by the end of their workday and ensure that all personal belongings are cleared from their workspaces, mailbox, and locker.

Employees who resign involuntarily to avoid potential departmental sanctions may be considered as terminated employees for the purposes of this policy.

Termination: Upon notification of termination, the employee shall immediately surrender their department-issued equipment and clear all personal belongings from their workspaces, mailbox, and locker. The employee shall be escorted off the premises by their supervisor.

The supervisor shall also ensure that the employee signs and receives a copy of the nondisclosure agreement.

Should the employee receive termination notification prior to the end of their workday, the separation process will commence immediately. The City Administrator shall make the determination of whether or not the employee is paid through the remainder of their workday.

Exit Interviews: An exit interview with the Human Resources Department is required. An exit interview form is sent to each terminating employee. This form should be returned as it enables the City of Glendale

to evaluate the environment in which employees work and indicates those areas where special attention is needed.

J. NOTICE OF AUDIO AND VIDEO RECORDING

This handbook and policy shall serve as notice that the City may electronically surveille, monitor and/or record through motion picture, videotape, audio recording, visual recording, digital recording, data recording or other similar means both the interior and exterior of the City Hall, as well as any and all of the City's technology resources, electronic computers and/or devices utilized by City employees for any reason, at any time, and without further advance notice.

K. CREDIT CARD USE @ SMALL PURCHASE POLICY

Purpose: To establish guidelines for the responsible use of city credit cards to facilitate authorized purchases while ensuring control and accountability.

Scope: This policy applies to all municipal employees and officials authorized to use city-issued credit cards.

Credit Cardholder Responsibilities:

1. Security & Safeguarding: Cardholders must always safeguard the physical card and its information.
2. Authorized Use: The issued card can only be used by the authorized cardholder. A City of Glendale credit card or fuel card shall only be used for the purchase of goods or services for official City business as determined by the Employee Handbook, the City's Purchasing Policy, the adopted budget, other adopted City Policies, and my department's rules and regulations. Employees may be financially responsible for purchases not authorized by a City Policy, Document, or approved by the Department Head or by the City Administrator.
3. Documentation: For all transactions, cardholders must maintain and submit detailed itemized receipts and provide a business explanation for the purchase, detailing the goods or services purchased, the cost, and the date of purchase, within the same week the purchase is made.
4. Lost or Stolen Cards: If a credit card or fuel card is lost, stolen, or suspected of being used fraudulently, notification must be made to the Department Head as soon as this is determined.
5. Surrender of Card: Employees must surrender their cards upon termination for cause or at the City's request.
6. Tax-Exempt Purchases: It is the employee's responsibility to notify vendors of tax-exempt status for applicable purchases to avoid sales taxes. Purchases shall be made using the City's tax exemption status. If unable to do this, justification for this variance must be provided and approved by the Department Head.
7. Fuel Cards: A fuel card can only be used for city vehicles. No city credit card or fuel card is allowed on personal vehicle fuel purchases. IRS mileage reimbursement rates and provide supporting documentation if a personal vehicle is used for an authorized City Purchase.

8. Common Vendors: The City maintains a list of common vendors for the purchase of items such as cleaning supplies, office supplies, food, beverages, building supplies, and grounds supplies. The purchase of items shall be made through the City's common vendors.

Small Purchases: While the City's Purchasing Policy requires authorizations and approval for single-large purchases, the Policy does not cover the purchase of items in amounts smaller than \$2,500. Employees who make purchases in amounts not covered in the Purchasing Policy are expected to ensure these purchases are:

- a. Permitted in the budget and sufficient funding is allocated.
- b. Necessary for city operations.
- c. Would be approved by the Department Head.
- d. If the purchase requires approval as indicated in the Handbook, for items such as training, the Employee is required to obtain prior approval.

V. BENEFITS

A. HEALTH INSURANCE

The City shall provide group health insurance for single or family coverage to employees in qualified full-time and part-time positions on the first day of the next month following the employee's start date, in accordance with the Affordable Care Act.

The City shall pay up to 88 percent of the lowest qualified Milwaukee County health insurance provider in the Plan. In addition, employees in qualified part-time (1,200 hours or more) positions shall contribute toward the monthly premium equivalent to the percentage of their employment status.

In the event an employee chooses a non-Milwaukee County plan, the employee's share will be a minimum of 12 percent of the total cost of the plan.

Retiree Health Insurance for any employee hired on or before January 1, 2000. An employee hired on or before January 1, 2000, who retires from the City shall be eligible for health insurance coverage subject to the following:

- (1) The retiree must have completed at least twenty (20) years of creditable service with the City of Glendale under the Wisconsin Retirement Fund Program;
- (2) The retired employee will not be eligible for health insurance if they accept health insurance from another employer
- (3) The retired employee shall be eligible and accepts the Wisconsin Retirement Fund Pension;
- (4) For any employee, age fifty-five (55) to fifty-nine (59), age fifty (50) to fifty-two (52) for protectives, who retires within the age bracket subject to subsection (a) above, the city will pay fifty percent (50%) of the monthly health insurance premium of the lowest qualified HMO program. The employee must pay fifty percent (50%) of the monthly health insurance premium costs;
- (5) After reaching age fifty-nine (59), or age fifty-three (53) for protectives, the City will pay eighty-eight percent (88%) of the lowest qualified HMO program monthly premium at the time of the employee's retirement. The employee must pay the remainder. In the event current City employees are paying more for coverage, then the retiree shall pay the same amount as current City employees.
- (6) Any employee who retires with a duty-incurred disability and who qualifies for and accepts a disability pension under the Wisconsin Retirement Fund Program and who is under the age of fifty-five (55), age fifty (50) for protectives, and/or has less than twenty (20) years of creditable service with the City of Glendale, shall be eligible to remain in the City's health insurance program, provided he/she, on a monthly basis, pays the full premium. If the retiree acquires a job where health insurance is made available to him/her, the City plan will be terminated. If, at any time, the retiree ceases to participate in the health insurance program, he/she shall not be entitled to reinstatement.

- (7) Retirees over sixty-five (65) years of age and on Medicare shall be eligible to participate in a Medicare plus or extended health insurance program with the City's cost being eighty-eight percent (88%) of the lowest qualified Medicare extended plan. In the event current City employees are paying more for coverage, then the retiree shall pay the same amount as current City employees. A surviving spouse is responsible for the full cost of the insurance if continued coverage is elected.
- (8) Retirees are eligible to continue their participation in the City's dental insurance program at their cost.

Retiree Health Insurance for any employee hired after January 1, 2000. An employee hired after January 1, 2000, who retires from the City shall be eligible for health insurance coverage subject to the following:

- (1) The retiree must have completed at least twenty (20) years of creditable service with the City of Glendale under the Wisconsin Retirement Fund Program;
- (2) The retired employee will not be eligible for health insurance if they take another job providing health insurance;
- (3) The retired employee shall be eligible and accepts the Wisconsin Retirement Fund Pension;
- (4) For any qualifying employee, commencing no sooner than age fifty-five (55) who retires, the City will continue to pay the amount it was paying for the employee's health insurance at the time of the employee's retirement for five years from the date of the employee's retirement. The City's contribution will be frozen at the time of retirement, and the employee will pay the difference.

Note: Police Supervisor positions will receive the retiree health insurance they would have received had they stayed in the Police Association.

Retiree Health Insurance for any employee hired after January 1, 2014. An employee hired after January 1, 2014, who retires from the City, is not eligible for any City contribution toward health insurance.

An employee who is hired after January 1, 2014, and who successfully completes their evaluation period shall be eligible for the following benefit in lieu of any post-employment health insurance benefits (this benefit payment also requires that the employee to remain on the City's health plan ceases at the date of their departure from the City or after the employee's legally mandated continuation coverage (i.e. COBRA) expires):

The City shall pay into the Health Reimbursement account (HRA) for the benefit of the employee, to be used for payment of retiree health insurance premiums, the following sums per regular pay period, paid in accordance with the first payroll effective January 1, 2025, in accordance with the employee's years of service:

General Employee

Year #2: \$50.00

Protective Services

Year #2: \$50.00

Year #3: \$75.00

Year #5 \$150.00 (and each successive year thereafter until retirement)

The employee must have completed (15) years of creditable service for protective service and (20) years of creditable service for general employees with the City under the Wisconsin retirement Fund to be eligible to draw on this account at the time of retirement. If the employee has less than 15 years of service for protective and 20 years of service for general employees, the account reverts back to the City in its entirety.

Any protective services employee who retires with a duty-incurred disability under the Wisconsin Retirement Fund shall be eligible to draw on this account, regardless of years of service.

Employees promoted out of a union position that already receives City-paid HRA contributions will continue to earn contributions under their initial eligibility date.

B. OTHER INSURANCE

Dental Insurance: The City shall provide a Dental Insurance Plan for single or family coverage to employees in qualified full-time and part-time positions beginning on the first day of the next month after the employee's start date. Beginning January 1, 2014, the employee will be responsible for paying the premium in full.

Life Insurance: Generally, beginning on the first day of the next month following six (6) months from the employee's start date, the City will provide each regular full-time employee with a term policy of regular life insurance equal to the employee's annual salary from the previous year as reported to WRS rounded to the next highest thousand. The premium will be paid in full by the City of Glendale.

Additional, Supplemental, and Dependent coverage for Life Insurance is available at the employee's expense.

Liability Insurance: The City shall carry liability insurance, which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees shall be covered for liability in accordance with the terms of the City's liability insurance policy.

Long Term Disability Insurance Program: The City shall provide group long term disability (LTD) insurance for salaried employees in qualified full-time positions on the first day of the next month following the employee's start date. The premium for salaried employees will be paid in full by the City.

Hourly employees have an option to participate in the LTD program. The city shall pay fifty percent (50%)

of the cost of providing LTD insurance for hourly employees. The employees shall pay the remaining amount through payroll deduction.

Persons not enrolling during their first period of eligibility must meet future eligibility requirements for enrollment as provided by the Plan.

C. RETIREMENT

All persons employed in qualified regular positions shall be enrolled in the Wisconsin Retirement System (WRS), which serves as the City's pension program.

The City contributes the employer's share. The employee is responsible for making the required WRS contribution as mandated by State Statutes. Under no circumstances shall the City be required to pay the employee's WRS contribution.

The required employee contributions are handled through payroll deduction on a pre-tax basis.

In addition to retirement pension benefits, any employee who becomes disabled may be eligible for permanent disability retirement benefits.

D. DEFERRED COMPENSATION

Employees in full-time positions are eligible to participate in the City's Deferred Compensation Programs. Under this program, an employee may designate a portion of their income to be deposited into a special investment account for use in retirement years. The program offers certain tax advantages to participants. Please refer to the plan documents for further details.

The City does not make contributions to the program.

E. TRAINING, TRAVEL AND REIMBURSEMENT

Training: The City recognizes that attendance at and participation in seminars or conferences is a valuable tool for updating an employee's job knowledge, skills, and abilities.

The following types of training are offered for City employees dependent upon the operating budgets of area operating area.

1. Recruit Training: Legally mandated training programs which must be completed during the probationary period following original appointment as a prerequisite to continued employment.
2. In-Service Training: Training conducted during working hours on an individual or group basis to improve skill performance, introduce new techniques, and/or keep abreast of developments in the employee's field.

3. Specialized Training/Mandatory Continuing Education: Attendance of conferences, workshops, seminars, and similar programs involving professional training which directly relates to an individual's employment or is required for the employee to maintain required licenses and certifications.
4. Academic Instruction: Completion by correspondence or classroom attendance of coursework provided by accredited educational institutions where such instruction will benefit the municipal service.

Training shall be recommended by the Department Head and approved by the City Administrator prior to registration. No reimbursement or payment for training expenses shall be made without such approval.

Training Seminars: Purpose: All employees are encouraged to attend training seminars or short courses, to enhance the employee's knowledge, skill, and ability in performing his/her job responsibilities.

Eligibility: All full-time employees who have completed a minimum of six (6) months of employment with the City, and who are in good standing, are eligible to attend training seminars as determined by the City Administrator or his/her designee.

Administration: Each fiscal year, the Common Council shall determine the amount of money to be allocated for employee training seminars. Payment for training seminars is subject to the availability of budgeted funds and the approval of the employee's respective Department Head and the City Administrator.

Payment: The City shall pay for training seminars or short courses in the following manner:

1. One hundred percent (100%) registration fee.
2. Single accommodation (if overnight stay is applicable).
3. Coach fare for plane, train, bus transportation, or automobile mileage reimbursement at the rate established by the City (whichever is applicable). The use of a personal vehicle for City travel shall be reimbursed by the established IRS mileage reimbursement rate.
4. Per diem payment of \$75.00 for meals and other miscellaneous expenses (if overnight stay is applicable).
5. The City will only pay for employee expenses.
6. Attendance at training seminars shall be during City work hours and shall be on work time. Therefore, the employee shall receive his applicable rate of pay when attending a training seminar.
7. All training seminars, or short courses, requiring an overnight stay need to be approved in advance by the City Administrator.
8. Costs incurred by a spouse or other person accompanying an employee, costs for the purchase of alcoholic beverages, rental cars, late checkout charges, parking and other traffic fines, or costs for any other expense not otherwise provided in this section shall not be reimbursed.

9. If funds are not approved in the budget, the Common Council shall determine approval of all these expenses.

F. PROFESSIONAL MEMBERSHIPS

Purpose: Representatives from each department within the City are encouraged to affiliate with professional organizations or societies for which they qualify by education or training, provided that such affiliation produces observable benefits for the City and its respective Department. These professional memberships are separate and distinct from the City or departmental memberships.

Eligibility: Certain positions within the City shall be eligible to join professional organizations or societies to act as representatives for their respective departments. These positions reflect those that propose and recommend programs and policies to the City Council or City Administrator, or those who must approve recommendations for their departments prior to their submittal. Other supervisory positions shall be eligible if designated by the City Administrator.

The following positions shall be the representatives who are eligible for professional memberships:

- City Administrator
- Director of Community Development
- Finance Director
- Planner
- Accountant or Accounting Clerk
- Clerk
- Treasurer
- Deputy City Administrator
- Human Resource Director
- Chief of Police
- Captain
- Lieutenant
- Sergeant
- Director of Public Works
- Superintendent of Public Works

Administration: Each fiscal year, the Common Council shall determine the amount of money to be allocated for professional memberships. Professional memberships are subject to the availability of budgeted funds and the approval of the City Administrator.

Eligible employees interested in joining a professional organization should submit information regarding the professional organization and the cost of membership to the City Administrator during the annual budget process.

Payment: Both the City and the employee receive benefits from the employee's affiliation with professional memberships. However, the City shall pre-pay or reimburse one hundred percent (100%) of the membership cost.

G. CONFERENCE ATTENDANCE

Purpose: Employees who are eligible for professional memberships may also be eligible to attend the conferences associated with those memberships. These conferences shall be in addition to those conferences that may be a result of City-wide or Departmental memberships.

Eligibility: All employees who are eligible for professional memberships may be eligible to attend the conferences associated with them. The City shall pay for one conference per year as authorized by the City Administrator. Permission may be granted by the City Administrator if there is sufficient benefit to both the employee and the City.

Administration: Each fiscal year, the City Council shall determine the amount of money to be allocated for professional conferences. Payment for conferences is subject to the availability of budgeted funds and the approval of the City Administrator.

Employees interested in attending a professional conference should submit information regarding the conference and the cost of the conference to the City Administrator during the annual budget process. The City Administrator shall approve or deny the request for the attendance of professional conferences.

Attendance is conditional upon the following, to be determined by the City Administrator:

9. Sufficient budgeted funds are available within the current fiscal year.
10. The conference is affiliated with one of the employee's professional memberships.
11. Employee workloads permit their temporary absence from duties.
12. Training and education can be obtained at the conference, which is required as part of mandatory continuing education related to a license or certification, and similar training cannot be obtained at other locations.

Payment: The City shall pay for a professional conference in the following manner:

1. One hundred percent (100%) registration fee.
2. Single accommodations (if overnight stay is applicable).
3. Coach fare for plane, train, bus transportation, or automobile mileage reimbursement at the rate established by the City (whichever is applicable). The use of a personal vehicle for City travel shall be reimbursed by the established IRS mileage reimbursement rate.
4. Per Diem payment of \$50.00 for meals and other miscellaneous expenses.
5. The City will only pay for employee expenses.

Attendance at professional conferences shall be during City work hours and shall be on City time. Therefore, the employee shall receive the normal rate of pay when attending a professional conference.

H. EDUCATIONAL ASSISTANCE

Purpose: Continued training and development of job related/professional skills is important to the City and its employees.

Policy: If an employee is interested in enhancing job-related skills or education, the employee must first seek the approval of the City Administrator prior to enrolling in the course program. This benefit is contingent upon financial resources, contracts, and satisfactory completion of the attended course or training.

Payment and Approval: The City Administrator shall approve or deny all tuition assistance applications on the following basis:

1. Sufficient budgeted funds are available within the current fiscal year.
2. The course is related clearly and directly to an employee's current job classification.
3. The number of courses an employee may enroll in during a given semester or quarter shall be reviewed during the approval process and shall not interfere with the employee's ability to perform all job duties and responsibilities.

To have the City pre-pay for a course(s), the employee must submit copies of invoices for tuition, fees, and books to the City prior to beginning course work. To be reimbursed for a course(s), the employee must submit all receipts for tuition, fees, and books no later than 30 days after beginning course work.

The employee must complete the course work and achieve a grade "C" or better and submit an official grade report. If the course is Pass/Fail, the employee must "Pass" the course. If the employee fails to meet this requirement, the tuition assistance paid to the employee shall represent a monetary debt owed and due to the City by the employee. Said debt shall be repaid by the employee or by monetary equivalent deducted from the employee's earnings.

Repayment at Separation: If an employee voluntarily leaves the employment of the City within three (3) years of receiving tuition assistance, the employee will be obligated to repay tuition reimbursements to the City in accordance with the following schedule:

From Payment Date, If you Leave Within	Your Repayment to the City Will Be
Less than 1 year	100%
From 1 to 2 years	50%
From 2 to 3 years	25%
3 years or more	No Repayment

I. EMPLOYEE ASSISTANCE PROGRAM

The City will provide an Employee Assistance Program.

The City of Glendale recognizes that a wide range of problems, although sometimes not directly associated with one's job responsibilities, can have an adverse effect on an employee's job performance, and that such problems may be a result of stress experienced in the course of employment. In most instances, employees overcome such personal problems independently and the effect on job performance is negligible.

(See Addendum B)

J. CAFETERIA PLAN/FLEXIBLE SPENDING ACCOUNT

Beginning on the first day of the next month following thirty (30) days from the employee's start date, the City will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account (FSA) under applicable sections of the Internal Revenue Code to permit employees to authorize deductions from their salary and contribute to an FSA to cover the following expenses:

- A. Payment of insurance premium amounts;
- B. Permitted medical expenses not covered by the insurance plan subject to the limitations set forth in the Internal Revenue Service Code.
- C. Dependent care costs are subject to the limitations set forth in the Internal Revenue Service Code.

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules, and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections.

Newly hired employees and employees who terminate during the year will be given a pro-rated FSA amount based on the number of months of employment during the calendar year. Being on the payroll for fifteen (15) or more days of the month will constitute a month for this purpose. Excess FSA payments for a terminated employee may be recovered by deducting them from that employee's final paycheck.

K. UNIFORM ALLOWANCE

Public Works

Each employee who is required by the City to wear a uniform and each employee in the Department of Public Works shall be entitled to receive an annual clothing allowance of Three Hundred and Fifty Dollars (\$350.00). Payment, not to exceed said sums, shall be made to an employee upon presentation of a receipt for the purchase of clothing. Upon submission of receipts, the employee shall be

reimbursed within fifteen (15) working days.

The City shall pay the cost of one (1) pair of prescription safety glasses and the cost of one (1) eye examination for each employee once every two (2) years and such total costs shall not exceed Seventy-Five Dollars (\$75.00). They shall also pay the cost of replacement or repairs if damaged or broken during employment.

Police Department

The annual uniform allowance for Supervisors shall be seven hundred (\$700.00) per year. The annual uniform allowance for Desk Clerk shall be three hundred and fifty dollars (\$350.00) per year. The employee's annual allowance will be paid out in two separate increments on January 1st and July 1st of each year.

CELL PHONE POLICY

The purpose of this policy is to provide a set of guidelines governing the use of cellular telephones / Smartphones for both City business and personal use. Additionally, the policy details reimbursement by the City for business use of an employee's personal device.

The City recognizes that certain employees need to carry mobile devices to perform the essential tasks of their position. The City recognizes that certain law enforcement employees should be provided with a mobile device, if approved by the Chief of Police.

All other employees shall be reimbursed for use of their personal mobile device in accordance with this section. If an employee does not wish to use their personal mobile device for work-related tasks, the City Administrator may issue that employee a City-owned mobile device.

The City Administrator reserves the right, at any time, to cease the payment of a mobile device for any employee, at any time. In determining which employees will be approved for a mobile device, the following criteria will be considered:

1. Employee's position
2. Whether the employee is out in the field as part of their regular duties
3. Whether the employee regularly works in an "on call" capacity
4. Whether the employee has a responsibility for key City operations and is required to respond to emergency incidents
5. Whether the employee is away from their desk or office (while working) for considerable periods of time, the resulting lack of communication impacts their ability to perform their work.
6. Whether the employee needs mobile communication for personal safety.
7. Whether it is important to contact the employee while the employee is out of the office.

If a Department Head wishes to request approval for a mobile device for an employee, the request and justification should be made in writing describing the items listed in this section.

1. On a monthly basis, the City reserves the right to review each department's City-provided cell phone usage to confirm appropriate use. The City also reserves the rights to periodically review usage to verify compliance.
2. On an annual basis, Department Heads shall conduct a review of the individual cell phone and Smartphone assignments to determine if there is a continuing need, and if the cost is justified.

The City reimbursement schedule is the following*:

1. \$50 High usage
2. \$25 Moderate usage

High User- defined as an employee who must be reachable immediately, contacted outside of normal business hours, and travels frequently for position.

Moderate/Occasional User- defined as an employee who is contacted intermittently and occasionally outside of work.

Employees are expected to use a mobile device responsibly and in accordance with this policy and any applicable work rules. Use of a City cell phone in violation of the City's policies and work rules, including, but not limited to excessive personal use beyond the de minimis use standard, may result in revocation of the mobile device and disciplinary action against the employee, up to and including termination.

Receiving a monthly reimbursement means that data on the employee's personal mobile device may become publicly available under certain circumstances. The City is required to comply with the Wisconsin Public Records Law, including records stored in electronic media. All messages/data that are transferred from a City server to a personal telephone device will be subject to the public record law obligations of the City. Such messages and data shall be archived by the City on its own internal servers. Text messages sent and/or received and phone logs pertaining to City business will be retrieved from the employee's personal service provider if required for compliance with the public records law.

Employees who use their personal device for City business agree to cooperate with and assist the City in obtaining records from the employee's service provider if required for purposes of public records, an investigation, or as a result of litigation. For purposes of open records requests, purely personal calls, emails, and texts evince no violation of law or policy will be redacted and not released under open records law. Employees have no expectation of privacy or confidentiality in electronic communication related to official City business sent, received, or accessed on BYOD devices for which a reimbursement is paid under this policy. Furthermore, by accepting a BYOD reimbursement, the employee consents to a review of their BYOD device in relation to City business or employee discipline. Failure to cooperate with a reasonable City request to review the BYOD device could result in discipline action, including revocation of BYOD privileges, and discipline, up to and including termination for cause.

Employees approved to carry a mobile device for City business or receive a BYOD reimbursement are expected to make a reasonable effort to respond in a timely manner to City business. This includes the response to urgent matters outside of normal business hours. Consistent failure to respond in a timely manner to business calls or emails may result in revocation of cell phone use privileges under this policy and further discipline.

Electronic communication made on City issued mobile devices or made on BYOD mobile devices involving government policy or business is subject to state record retention requirements and may be subject to the Wisconsin Public Records Law. The content of employee electronic communication may be subject to disclosure in litigation, audits, and other purposes. Users are authorized limited incidental use of the City's issued cell phones for personal purposes, but employees have no expectation of privacy or confidentiality in such use. Personal devices of employees receiving the reimbursement under the BYOD policy are subject to the same legal requirement under the Wisconsin Public Records Law in communications related to City business. Communications of purely personal nature are exempt.

VI. TIME AT WORK & TIME AWAY FROM WORK

A. WORK SCHEDULES & HOURS OF WORK

The scheduled hours for each full-time position shall generally be forty (40) hours per week in accordance with department policy. Part-time employees shall work a normal schedule of hours averaging less than those established for full-time positions within the department.

Temporary variations in daily or weekly work schedules may be authorized by the Director in response to department needs. The Director, at their direction, may authorize temporary variations in work schedules for subordinate employees to accommodate employee needs or to eliminate or reduce overtime. Any such variations shall be in accordance with the Fair Labor Standards Act. Where applicable, salaried employees, administrative, and professional positions may be allowed to work a flexible schedule of hours to accommodate fluctuations in their workloads.

The accrual and use of compensatory time and flextime is approved at the discretion of the City Administrator or his designee.

Lunch Periods: A non-paid, one-half-hour lunch period shall normally be provided midway through an employee's shift.

City Hall Staffing: During regular office hours, a minimum staffing level for City Hall will consist of 2 staff members. To best assist the general public, all City Hall staff must be able to assist with general Clerk, Treasurer, Utility, and Administration questions.

B. OVERTIME

Overtime is defined as time compensated for in excess of an 8-hour workday. All overtime shall be approved in advance by the employee's immediate supervisor. It is the responsibility of the Director and first-line supervisors to assign overtime work only when emergencies or other compelling additional work cannot be accommodated through the reassignment of work priorities. Eligibility for overtime compensation shall be determined by individual department policy and in accordance with the Fair Labor Standards Act. Generally, salaried persons in executive, administrative, or professional positions shall be ineligible for any form of additional monetary compensation for overtime hours worked but may be allowed to vary their work schedules in accordance with the Work Schedules section above. Exceptions to this general rule may be made by the Common Council.

Non-exempt Employees: Hourly employees shall be eligible for overtime pay at the rate of time and one-half their regular rate of pay for all hours compensated in excess of an 8-hour workday.

Hours compensated will include all types of paid leave.

On Call. Any Public Works employee that accepts a request to remain "on call" outside his/her regular hours for possible work that evening, shall receive fourteen (14) hours of pay for each week of the inconvenience. (CC 8-22-16)

An hourly employee who is called out to return to work outside of their scheduled shift will be compensated for a minimum of two hours of work. When an employee is called in to work for emergency overtime, the employee shall receive an additional twenty (20) minutes of pay as compensation for travel time.

Holidays. Hourly employees required to work a holiday shall be compensated at double time.

C. PAYROLL

City of Glendale employees are paid twice monthly, with the pay day being on the 10th and 25th of the month. If a pay day falls on a weekend or holiday observed by the City of Glendale, payroll checks will be distributed on the preceding day of work.

Direct Deposit is required for all City employees at a financial institution of the employee's choice.

Final payment of wages to discharged or resigned employees will be made in full no later than the next scheduled pay period.

D. HOLIDAYS

The following holidays are observed by the City of Glendale. These will be paid holidays for all full-time regular employees:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Juneteenth	

Each regular full-time employee shall receive one (1) floating holiday per calendar year. The floating holiday will be scheduled by mutual consent of the employee and the supervisor. Employees hired on or after July 1 of a calendar year are not eligible for the floating holiday. In the event any employee terminates employment without having taken the floating holiday during a calendar year, such floating holiday shall be canceled and may not be reinstated or paid for. An employee will not be allowed to use a floating holiday after having given notice of termination.

Because the City operations always require attention, it is not possible for every employee to observe the legal holiday on the days noted above. If an employee is required to work on a holiday, they will receive a day off with pay on a date mutually agreed upon between the supervisor and the employee.

If the holiday falls on a Sunday, the subsequent workday shall be observed as the holiday. If the holiday falls on a Saturday, the preceding scheduled workday shall be observed as the holiday.

Each employee shall qualify for the above, if that employee has reported for work on the last scheduled workday before and the first scheduled workday after the holiday. This provision is waived if the employee is on vacation.

E. FLEXIBILITY IN THE WORKPLACE

The City supports flexible work arrangements and allows departments to implement these arrangements, where appropriate, for eligible employees. The City recognizes changes in the workforce trends and the needs to improve the efficiency of its operations, better address work, personal and family demands, and retain valuable employees. This policy outlines the City's commitment to providing flexible work arrangements to enhance employees' work-life balance.

Flexible work arrangements offered at the City include:

- Remote Work
- Flextime
- Compressed Workweek

Policy Overview

Alternate Work Arrangements Definitions

Remote Work: Employees working at an alternative location (most commonly from home) rather than physically traveling back and forth to a designated site.

Flextime: A standard 40-hour workweek (for full-time employees) is complete but there is flexibility in establishing daily start and end times. Days of the workweek may have varying start and end times, but the pattern should recur predictably over each workweek.

Compressed Work Week: Employees work 40 hours in less than five (5) full workdays. The most common type of compressed workweek is working four (4) 10-hour days or four (4) 9-hour days and one (1) 4-hour day within a week.

- The City operates a compressed work week from Memorial Day to Labor Day, with the City Hall building closing at Noon on Fridays to the public.
- From Labor Day to Memorial Day, the City Hall staff is permitted to operate on a compressed work week, maintaining the regular 8:00am – 4:30pm City Hall hours, provided staff is available to offer in person services to the public, when necessary, such as voter services, property tax payment collection, and other necessary services throughout the calendar year.
- Department of Public Works maintenance staff is permitted to operate on a year- round compressed work scheduled, which permits closing of the Public Works yard for public access no earlier than 10:30am on Fridays during a compressed work week, and in compliance with all

compressed work week compliance requirements.

Eligibility

A flexible work arrangement is a department option, and certain positions, by their nature, are not suited for flexible work arrangements. Participation is not appropriate for all employees, and no employee is entitled to or guaranteed the opportunity to have a flexible work arrangement.

An employee's classification, compensation, and benefits will not change if approved for a flexible work arrangement.

Approval

All flexible work arrangements must be approved by the City Administrator. Department Heads are responsible for ensuring flexible work arrangements, approved by the City Administrator, do not disrupt City operations and level of service(s) provided and that employees are productive and responsive while working. Prior to approval of a flexible work arrangement, supervisors and Department Heads will take into consideration several factors, including but not limited to customer service requirements, equipment availability, employee performance, level of supervision needed, safety and liability concerns, etc.

To be approved for a Remote Work arrangement, employees must read the outlined Remote Work conditions below. All desired Flexible Work Arrangements must be presented to and approved by the employee's immediate supervisor in advance.

Remote Work Guidelines

Expectations and Responsibilities of Employees

The employee is responsible for maintaining a safe and ergonomic environment during the remote work arrangement.

Employees may be called to work at their regular workplace on the regular remote day to meet workload requirements. The supervisor should provide as much advanced notice as possible. Time spent in normal commuting or ordinary travel from the employee's home to the workplace when no work has been performed at multiple locations shall not be considered as hours worked.

The duties, obligations and responsibilities of an employee who works remotely are the same as employees at the centrally located workplace. Employees who work remotely are expected to be working at their home, or other designated location, during their flexible work arrangement.

Employees are responsible for maintaining availability, responsiveness and levels of productivity and quality of work at the expected standard while remotely working. Inadequate availability, reduced work production, and/or poor or reduced work quality may be cause for modifications or end to remote arrangement.

Employees are responsible for providing a stable and sufficient internet connection to be able to

complete their work efficiently. Employees are expected to perform due diligence to protect the security of City's data and information and confidentiality while working from home or at an off-site location. Employees should continue to abide by the City's Computer, Internet and Email Use policies.

Equipment and Supplies

Computer and telephone equipment may be provided on a case-by-case basis to employees, but the City, based on availability. Remote access to the City's network may be provided to the employee at the discretion of the IT staff based on recommendations of the employee's supervisor and Department Head. If the City's remote access system included Internet access or other services, the employee may only use this access or service in a manner consistent with City policies (see the City's Computer, Email, and Internet Use policies for more information.)

The City will provide routine maintenance and repairs for City equipment only. The City will not provide maintenance or repairs for employee-owned equipment.

The City will not pay for or reimburse the employee for any communication charges, including internet access or service, cell phone charges, etc. aside from what is outlined in the cell phone reimbursement policy.

Necessary office supplies should be obtained through the normal procurement process. Office furniture will not be provided to employees who telework.

Employees who telework are subject to the same City policies regarding the use of City provided equipment, supplies and services as that of employees at the centrally located workplace.

Liability

Workers' compensation coverage is limited to designated work areas in employee's homes or alternate work locations. Employees agree to practice the same safety protocols they would use in the worksite and to maintain safe conditions in their alternate work locations. In the event of a job-related incident, accident, or injury during telework hours, the employee shall report the incident to their supervisors as soon as possible and follow normal procedures for reporting.

Worker's compensation will not apply to non-job-related injuries that occur while teleworking. The employee also remains responsible for injuries to third parties and / or members of the employee's family on the employee's premises.

Compressed Schedule

- a. The City Administrator may approve Compressed Schedules for City Hall and Public Works employees, provided that all employees work a minimum of forty (40) hours during compressed schedules (excluding leave).
- b. During compressed schedules, employees are not eligible for overtime for time worked in excess of eight (8) hours in a day if the excess of eight (8) hours is the result of the compressed schedule.
- c. The City Administrator may approve a compressed schedule for City Hall employees

that could result in the City Hall being closed at noon on Fridays from Memorial Day to Labor Day, annually.

F. VACATION:

1. VACATION. Vacation is an employee benefit granted to full-time employees based on the employee's length of service.
2. ELIGIBILITY.
 - a. Regular full-time and eligible part-time employees, hired after the approval date of this benefit program.
 - b. All regular full-time or eligible part-time employees hired prior to the approval of this benefit must convert to Vacation as of January 1, 2025, in lieu of the PTO benefit program.
 - c. In case of termination (health, layoff, or misconduct), payment for earned unused vacation will be made via a final paycheck.

VACATION SCHEDULE.

Table 5.1:

The chart is calculated based on an employee's 8-hour day.

Years of Service	Semi-Monthly Hours	Annual Hours	Annual Days	Maximum Accrual Hours Limit
< 1 year	4.0	96	12	-
1-5 years	6.0	144	18	184
6-14 years	7.67	184	23	224
15-20 years	9.33	224	28	248
> 20 years	11.0	264	33	288

* For illustrative purposes only.

Table 5.2:

Chart calculated based on an employee's 8.5-hour day.

Years of Service	Semi-Monthly Hours	Annual Hours	Annual Days	Maximum Accrual Hours Limit
< 1 year	4.25	102	12	-
1-5 years	6.38	153	18	195.5
6-14 years	8.15	195.5	23	238
15-20 years	9.92	238	28	263.5
> 20 years	11.69	280.5	33	306

Employees (hired prior to January 1, 2025) are eligible to convert all accumulated and accrued PTO leave hours into the vacation program.

At the sole discretion of the City Administrator, newly hired employees may be granted vacation at a higher accrual rate than the normal schedule for such employees based on past municipal or related experience.

USE DURING EVALUATION PERIOD. New employees start accruing vacation at time of hire during their evaluation period, providing however, any employee who leaves employment for any reason during their first year of employment shall have any vacation days used deducted from the employee's last paycheck.

4. REQUESTS FOR AND USAGE OF VACATION.

- a. Vacation is a benefit to be used by regular full-time and eligible part-time employees. However, the scheduling of time off is dependent upon the judgment and discretion of the employee's Department Head or his/her designee.
- b. Employees shall request Vacation with at least three (3) days' advanced notice. Vacation may be denied by the Department Head or designee if proper advanced notice is not provided. Vacation may be granted if three days advanced notice is not provided if the employee's absence does not negatively affect departmental workload, project completion, and sufficient staffing levels exists except for leaves covered by FMLA.
- c. Vacation can be taken in half-day increments as deemed necessary and desirable by the employee with the approval of the Department Head or designee. Vacation shall be paid at the employee's regular rate of pay.
- d. An employee will continue to accrue Vacation during a leave of absence if the leave is with pay.
- e. If an employee's Vacation days have been exhausted, additional time off, if granted and as allowed by FMLA, will be unpaid. Negative balances are not permitted. Any employee who has exhausted Vacation and is not eligible for FMLA may be subject to disciplinary action up to and including termination for any further absences.
- f. An employee in an unpaid leave status shall not accrue Vacation.

5. REIMBURSEMENT OF ACCUMULATED VACATION LEAVE.

- a. Upon retirement or resignation, employees who have worked at least six (6) months shall be paid for all accrued but unused Vacation.
- b. Employees may not utilize planned Vacation to extend an employee's last date of employment, nor may it apply towards the notice period which is intended as a working notice period.
- c. Employees who resign without a minimum of two (2) weeks' advanced notice shall forfeit their accrued Vacation leave.

- d. Employees who retire in 2025 shall be granted all vacation leave on January 1, like all other employees. If an employee retires in 2025, vacation leave shall be prorated for pay periods worked. If an employee uses more vacation than granted on a pro rata basis, the value of the vacation uses shall be deducted from their final paycheck.

6. SICK LEAVE

- a. All employees eligible for Vacation are also eligible for Sick Leave in accordance with the Employee Handbook.
- b. Employees shall earn 32 hours of Sick Leave annually on January 1st.
- c. Employees shall be granted Sick Leave, upon being hired as an eligible employee, on a pro rata basis, determined by the City Administrator.
- d. Sick Leave is provided as paid time off at the employee's regular rate of pay. Paid Sick Leave may be used for the employee's own illness, injury, medical appointments, or to care for a sick eligible family member.
- e. Employees with a previously established Medical Leave Bank shall maintain their balances and this leave shall be used in accordance with the version of the Employee Handbook when the Medical Leave Bank was created by the City.
- f. All unused Sick Leave is accumulated by the employee, with no maximum accumulation limits. Employees are not required to use Sick Leave in any year.

USES.

- a. Sick Leave may be used in quarter hour increments. It must be used for legitimate illness, injury, or medical appointments. Sick Leave may also be used for purposes covered under applicable FMLA (Family Medical Leave Act.)
- b. In the event the Sick Leave is exhausted for qualifying events, employee shall use Vacation or their Frozen Sick Leave Bank. Time off without pay is not allowed, except for absences covered by FMLA. Negative leave balances are not permitted.
- c. Employees who have a covered event that will require the employee to be absent for longer than three (3) working days, are required to contact their Department Head or designee.
- d. Sick Leave may be accessed for an employee's non-intermittent FMLA after the appropriate certifications have been received and approved by the City Administrator's Office.
- e. Using the Sick Leave for intermittent leave may be allowed upon approval by the City Administrator's Office under certain circumstances such as prolonged therapies necessitating multiple appointments, travel requirements or symptomatic absences due to treatments.
- f. Sick Leave may be used for the three (3) day waiting period to cover time loss in the event of a Worker's Compensation time loss.
- g. The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of medical

leave may result in loss of pay for the duration of the absence and may be considered grounds for disciplinary action.

- h. The Employer may require the employee to provide a certificate of recovery before the employee returns to work from a registered physician as named either by the employee or the Employer.
- i. Employees who are ill should not report to work. Employees who report to work appearing to be ill and in danger of harming themselves or others may be sent home. Sick leave time will be deducted to account for this time off.
- j. Employees may deduct hours from their Vacation or Frozen Sick Leave balance and transfer the hours to Sick Leave.
- k. In the event, an employee utilizes all his/her Sick Leave hours, another employee may donate up to sixteen (16) hours of accrued Sick Leave per year to the employee.

8. EMPLOYEES HIRED PRIOR TO JANUARY 1, 2022 – FROZEN SICK LEAVE BANK

Employees hired prior to January 1, 2022, will have their balance of sick leave hours as of December 31, 2021, placed in a Frozen Sick HRA Bank. The hours may be transferred from this bank to Sick Leave at the employee's request.

Unused Frozen Sick hours up to 102 days, may be paid out for these employees who have worked at least 20 years in the City of Glendale. The hours will be paid to an HRA account at the time of retirement.

Employees promoted out of a union position to a non-represented position will fall under the above criteria as of their promotion date.

Hours taken out of the Frozen Sick HRA Bank for the Sick Leave cannot be transferred back to the Frozen Sick HRA Bank.

9. SICK LEAVE PAYOUT

Employees are eligible for unused, accumulated sick leave payout as follows at retirement with at least 20 years of service:

Accumulated sick leave, to a maximum of half of their accumulated sick leave up to 408 hours, paid out to a health reimbursement account (HRA) in the employee's name to offset post-retirement health expenses.

FAMILY MEDICAL LEAVE

The Federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA) provide employees with the right to take unpaid leave when employees need time off from

work to care for themselves or a family member who is seriously ill, to care for a newborn or newly adopted child or to attend to the affairs of a family member who is called to active duty in the military. Questions regarding these laws, and the City's FMLA/WFMLA policy, should be directed to the City's Human Resources Department.

Eligibility

- (1) WFMLA:
 1. Employee must have worked for the City for more than 52 consecutive weeks.
 2. Employee must have worked for the City for at least 1,000 hours during the 52-week period preceding beginning of the leave.
- (2) FMLA:
 1. Employee must have worked for the City for at least 12 months.
 2. Employee must have worked for the City for at least 1,250 hours of service during the 12-month period preceding the beginning of the leave.

Leave Entitlement

Leave under the WFMLA and FMLA will run concurrently under circumstances where an employee's use of leave qualifies under both laws. Leave under the FMLA/WFMA may be taken intermittently or on a reduced leave schedule when medically necessary.

1. WFMLA:

Employees are allowed up to ten workweeks of unpaid leave in a calendar year as follows:

 - a. Up to six weeks of unpaid leave for the birth or adoption of a child.
 - b. Up to two weeks of unpaid leave for the care of a child, spouse, domestic partner or parent with a serious health condition.
 - c. Up to two weeks of unpaid leave for the employee's own serious health condition that makes the employee unable to perform his or her duties.
2. FMLA:

Employees are allowed up to 12 workweeks of unpaid leave in a calendar year for any combination of the following:

 - a. Birth, adoption, or foster care placement of the employee's child.
 - b. To care for the employee's spouse, child, or parent who has a serious health condition.
 - c. For the employee's own serious health condition.
 - d. Due to any qualifying exigency arising because of the employee's spouse, son, daughter, or parent serving on active military duty in a foreign country. The U.S. Department of Labor defines eight circumstances that constitute a "qualifying exigency":
 - i. Short-notice deployment (7 days' notice or less)
 - ii. Attend military events/ceremonies and related activities related to active duty or call to active duty
 - iii. Childcare and school activities
 - iv. Financial and legal arrangements

- v. Counseling
 - vi. Spend time with a military member who is on temporary rest and recuperation leave
 - vii. Post-deployment activities
 - viii. Additional activities not encompassed in the other categories, but agreed to by the employer and employee
3. Employees are allowed up to 26 workweeks of unpaid leave in a single 12-month period to care for their parent, spouse, child or next of kin who, is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a veteran, and who has a serious injury or illness incurred or aggravated in the line of duty within the last five years that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list.
 4. Serious Health Condition: Under the FMLA/WFMLA, a “serious health condition” is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Notification of Leave

- (1) Employees requesting FMLA/WFMLA leave should notify the City’s Human Resources Department by submitting a leave request form.
- (2) In the event of foreseeable FMLA/WFMLA leave, the employee must notify the City at least 30 calendar days before the date on which leave is to begin, or as soon as practicable. In the event of unforeseeable leave, notice must be provided to the City as soon as practicable after the commencement of leave.
- (3) Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City’s operations.
- (4) Failure to comply with the notification requirements under this policy may result in the delay or denial of FMLA/WFMLA leave, in which case an employee’s absences may be subject to the City’s regular attendance policy.

Substitution of Paid Leave During FMLA and/or WFMLA Leave

- (1) Under WFMLA, employees may elect to substitute any type of City-provided paid leave (vacation, sick leave, etc.) during WFMLA leave.
- (2) Under FMLA, an employee may be eligible to substitute, or the City may require that the employee substitute, some forms of City-provided paid leave during FMLA leave.
- (3) Under circumstances where an employee is receiving workers compensation, workers compensation will run concurrently with any FMLA/WFMLA leave.

Certification

- (1) An employee taking leave involving the serious health condition of the employee or the employee's family member, or the serious injury or illness of a covered service member, will be required to provide medical certification completed by a health care provider within 15 days of the City's request for certification. The City may require second or third medical opinions, and/or recertification from employees taking FMLA/WFMLA leave, as deemed necessary and permitted by law.
- (2) An employee taking leave due to a qualifying exigency arising as a result of the employee's spouse, son, daughter, or parent serving on active military duty in a foreign country may be required to provide documentation verifying the need for such leave. In such instances, the employee is required to provide the requested documentation within 15 days of the City's request for the documentation.
- (3) Employees returning to work after the completion of FMLA/WFMLA leave for their own serious health condition may be required to submit a fitness-for-duty certification verifying their ability to perform the essential functions of their position.
- (4) The City may require additional certifications from those employees taking FMLA/WFMLA leave as it deems necessary, and as permitted by law.
- (5) The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, the City requires that employees not provide any genetic information when responding to requests for medical information associated with FMLA leave. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.
- (6) Failure to comply with the certification requirements under this policy may result in the delay or denial of FMLA/WFMLA leave, in which case an employee's absences may be subject to the City's regular attendance policy.

Continuation of benefits

- (1) During any period of FMLA/WFMLA leave, an employee will be retained in the employee's elected group benefit plans on the same basis as if the employee had been continuously employed during the employee's leave period. To continue group coverage, the employee must continue to make any contributions that the employee made to the plan before taking leave. In some instances, the City may recover the cost of the employer's contributions towards the employee's group coverage made during the FMLA/WFMLA leave period if the employee fails to return to work upon the conclusion of the employee's leave.

Return to work

- (1) Generally, an employee taking leave under the FMLA/WFMLA will be restored to the job position the employee held prior to taking leave, or to a position with equivalent pay, benefits and other terms of employment.

- (2) An employee who desires to return to work before the scheduled expiration of the employee's FMLA/WFMLA leave must notify the City of such desire as soon as possible, but no later than two working days prior to the employee's requested return date.
- (3) Generally, an employee who fails to return to work after the expiration of the employee's FMLA/WFMLA leave will be subject to the City's regular attendance policy, which may lead to discipline, up to and including discharge.
- (4) As with all leaves of absence, other than military leave, no employee may pursue or engage in outside or supplemental employment (i.e., moonlighting) while on FMLA/WFMLA leave.

Employer Responsibilities

- (1) The law requires that employers covered under the FMLA inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.
- (2) It is unlawful for any employer to: (1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or (2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
- (3) An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for violation of the FMLA. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

G. JURY DUTY

All full-time employees of the City shall be granted a leave of absence when serving on a jury.

The City believes its employees serving as jurors should be 'made whole' while serving on a jury. Therefore, employees will receive their regular rate of pay for the time served as a juror plus any mileage reimbursement; however, this requires employees to relinquish the "per diem" portion of the Court paid portion of their jury duty compensation to the City by sending a copy of the court check to Human Resources to have the amount, less mileage, deducted from the next paycheck. As a condition for the above payments, the employee is required to report for work at his/her scheduled hours both before and after jury duty when reasonably possible.

Part-time employees are not eligible for paid time off for jury duty, but shall be allowed to modify their work schedule to accommodate such duty when reasonably possible.

H. MILITARY LEAVE POLICY

The City allows military leave for all employees who temporarily leave employment with the City to join and/or serve in the military forces of the United States. Further, the City's military leave complies with all requirements of State and Federal law including the Family and Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA). Questions regarding military leave should be directed to the City's Human Resources Department.

Notification: All employees requesting military leave must notify the Human Resources Department prior to said leave unless precluded by military necessity. The notice must be in writing and, where appropriate, include a copy of the employee's military orders and/or training schedule.

No Loss of Pay or Benefits: The City allows employees who take military leave to do so without loss of pay or benefits. Employees who wish to take military leave without loss of pay must submit pay records from the Military substantiating his/her military pay during the period of leave. The City will then pay the difference between the rate of pay from military service and the employee's normal rate of pay from the City, provided the employee's rate of pay from the City is greater than the employee's rate of pay from military service.

Employees that are on military leave without loss of pay or benefits for one year must request in writing to have the continuation of their pay and benefits extended beyond the one-year period. Military leave without loss of pay or benefits is not available to employees who volunteer for active duty or voluntarily remain on active duty beyond the period of their initial call to active duty.

I. BEREAVEMENT LEAVE

Employees shall be allowed up to three (3) days off with pay in the event of death in the immediate family (spouse, child, stepchild, mother, father, stepparent, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law and mother-in-law).

Employees shall be allowed up to four (4) hours off with pay for the specific purpose of attending the funeral of a fellow City employee or official.

J. BAD WEATHER POLICY

In the event that bad weather (such as snow or freezing rain) creates hazardous traveling conditions between an employee's home and his work site, an employee may be granted permission by his supervisor to leave work early, to arrive at work late, or be excused for the day. The City Administrator will determine whether employees will be required to use vacation for time excused.

This policy shall not apply to positions responsible for providing protective services, for improving driving conditions, or attending to emergency infrastructure conditions. Employees in such positions are expected, as a condition of their respective work, to adjust their arrival and departure in accordance with predicted conditions.

SALARY CLASSIFICATION SYSTEM

Pay Grade System

To appropriately compensate employees with varying levels of responsibility, experience, and educational achievement, 11 Pay Grades are used that represent a pay span of approximately 35% from minimum to maximum rate. This series of pay grades and ranges is uniform to facilitate organizational unity and equity among employees who serve in similar positions across different parts of the organization.

Position Classification Plan

The Position Classification Plan provides a systematic agreement of positions into the pay grade system. In evaluating each position, a quantitative point factor comparison method is used. The factor comparison method cross-comparisons all jobs on each level of each factor, using eight factors. Jobs of a different character or in different organizational units are compared against all other jobs on all factors. The factor points are weighted to reflect overall organizational missions, goals, and values.

Administration

Each employee shall receive base pay in accordance with his/her respective position classification within the Salary Classification System. Only base pay is included within the pay range.

General Administration

The total aggregate base pay amount allocated towards base salaries shall be included in the budget and approved by the Common Council.

The City Administrator or his/her designee shall be responsible for the administration and interpretation of the Pay Plan and shall set base salaries for all employees within the limits of the Salary Classification System.

Base Pay Adjustments

Adjustments (upward or downward) in base pay shall be granted to all eligible employees based on allocated by the Common Council for employee compensation.

All employees are eligible for compensation adjustments on January 1st as approved by the Common Council. All employees whose January 1st salary is below the mid-point of their pay grade may be eligible for an adjustment in base pay on their original anniversary date, up to 2%. The actual increase shall be based on the employees' most recent performance review.

EMPLOYEE ACKNOWLEDGEMENT - Handbook Revised October 13, 2025

I have received a copy of the Employee Handbook. I have read and I understand its contents. I acknowledge that it is my responsibility to ask questions about anything I do not understand.

I understand that it is my responsibility to comply with all City policies, rules, and expectations as set forth in this Handbook, as well as policies, rules, and expectations that the City may otherwise establish or change from time to time. I further understand and acknowledge that this Handbook provides guidelines and information, but this Handbook is not, nor is it intended to constitute, an employment contract of any kind. I understand that any contract or employment agreement must be authorized and approved by the City Council at a duly-noticed meeting. I acknowledge that I have not entered into any such individual agreement or contract by acknowledging receipt of this Handbook or by following any of the provisions of this Handbook. I understand that any contract or employment agreement must be authorized and approved by the Employer and Union to the extent required by law.

I understand that the contents of this Handbook may be changed by the Employer at any time, with or without notice.

_____Initials

I have, as part of this Handbook, received the City's Discrimination, Harassment, and Retaliation-Free Workplace Policy. I have read and I understand its contents.

_____Initials

I acknowledge that it is my responsibility to ask questions about anything I do not understand in this policy and it is my responsibility to comply with its provisions.

_____Initials

After you have read the Handbook, initial and sign this page. Then please detach the page from the Handbook and return it to your supervisor, who will submit it to the Human Resources Department to be placed in your personnel file.

Employee's Signature

Date

Print Name

Addendum A

CITY OF GLENDALE

SEPARATION CONFIDENTIALITY AGREEMENT

The undersigned, in consideration of such benefits as have, or continue to be provided, through employment by the City of Glendale, hereby agrees that he/she shall not retain, divulge, or disclose, any restricted or sensitive information, or any matters or information concerning City activities and personnel, subsequent to his/her separation from employment.

Dated this _____ day of _____, 20____.

Print Name: _____

WITNESS:

ADDENDUM B

EMPLOYEE ASSISTANCE PROGRAM

PURPOSE: This chapter sets forth the objectives of the Employee Assistance Program. It defines referral procedures, and the administrative structure, and identifies the nature of the program features.

PROGRAM OBJECTIVES: The City of Glendale recognizes that a wide range of problems, although sometimes not directly associated with one's job responsibilities, can have an adverse effect on an employee's job performance, and that such problems may be partially a result of stress experienced in the course of employment. In most instances, employees overcome such personal problems independently and the effect on job performance is negligible. In other instances, normal supervisory assistance will be required so that an employee's job performance returns to an acceptable level.

In some cases, however, neither the efforts of the employee nor the supervisor has the desired effect of resolving the employee's problem and unsatisfactory performance persists over a period of time, either constantly or intermittently. The City Council believes that it is in the interest of the employee, the employee's family, and the City to provide employee services which deal with the problems of alcoholism, drug abuse, and personal problems. The purpose of this policy is to assure that employees experiencing any of these illnesses receive the same careful consideration and offer of treatment that is presently extended to employees having any other illnesses. Similarly, an employee's job performance may also be affected when a member of his family is afflicted with alcoholism, drug dependency, or emotional problems. In that interest, the City extends the same offer of information, referral, and assistance to employee's immediate family members. The illnesses of alcoholism, drug dependency, and emotional disorders will receive financial benefits and insurance coverage in accordance with established employee benefit plans or relevant statutory provisions.

BEHAVIOR-MEDICAL PROBLEMS: The behavior-medical problems dealt with in this policy are defined as follows:

A. Alcoholism: A chronic and progressive illness manifested in repeated and uncontrolled drinking of alcoholic beverages in excess of dietary and social uses. Alcoholism is characterized by dependence on the drug alcohol, to the extent that it interferes with the employee's health, safety and/or job performance.

B. Drug Dependency: A condition produced by the repeated use of a drug and characterized by a psychological and/or physiological dependence to the extent that it interferes with the drug user's health, safety and/or job performance.

C. Emotional Illness: An emotional condition characterized by thoughts and actions which are unrealistic, irrational or inappropriate to the extent that it interferes with the individual's health, safety and/or job performance.

D. Other Personal Problems: Problems which interfere with the individual's health, safety and/or job performance, such as marital, family, financial, legal, or emotional problems.

ADMINISTRATIVE STRUCTURE: The City of Glendale recognizes that the behavior-medical problems of alcoholism, drug dependency and emotional illness are highly complex illnesses that can be successfully treated.

It is recognized that the social stigma often associated with alcoholism, drug dependency and emotional illness has no factual basis. It is believed that an enlightened public attitude and a realistic acceptance of these behavioral-medical problems as illnesses will encourage employees who suspect that they may have such an illness, even in its early stages, to take advantage of the diagnostic, counseling, and treatment services available. Therefore, it is the policy of the City of Glendale to handle such problems within the following framework.

- A. Implementation of this policy should not require, or result in, any special regulation, privileges, or exemptions from the standard administrative practices applicable to job performance requirements. Nor shall there be any inconsistency with Labor Agreements.
- B. The City of Glendale believes that supervisory use of this program should be based on confronting the employee with unacceptable job performance criteria.
- C. It shall be the option of the employee to either accept or reject referral for diagnosis or professional treatment. The City of Glendale encourages employees to seek help on their own initiative and nothing in this policy negates that right.
- D. The fact that an employee accepts, rejects, or fails to respond to treatment for alcoholism, drug abuse, or other personal behavior-medical problems, in no way diminishes the employee's responsibility to meet required job performance standards.
- E. It will be the responsibility of all management and supervisory personnel, to follow procedures which assure employees with behavioral-medical problems that their job security or promotional opportunities will not be jeopardized by a request and/or referral for diagnosis and treatment.
- F. All records on employees referred, and actions taken under this program, are to be maintained in the strictest of confidence.
- G. Discussion and speculation about an employee's suspected personal problems which betrays personal information expressed to Management or fellow personnel can have the effect of creating gossip and rumor within the organization and as such is prohibited. Such communications are contrary to the intent of the Employee Assistance Program and will certainly undermine the confidence that employees must have if the program is to be effective.

COORDINATOR RESPONSIBILITIES: The Human Resource Director is designated Coordinator of the Employee Assistance program. The Human Resource Director is responsible to:

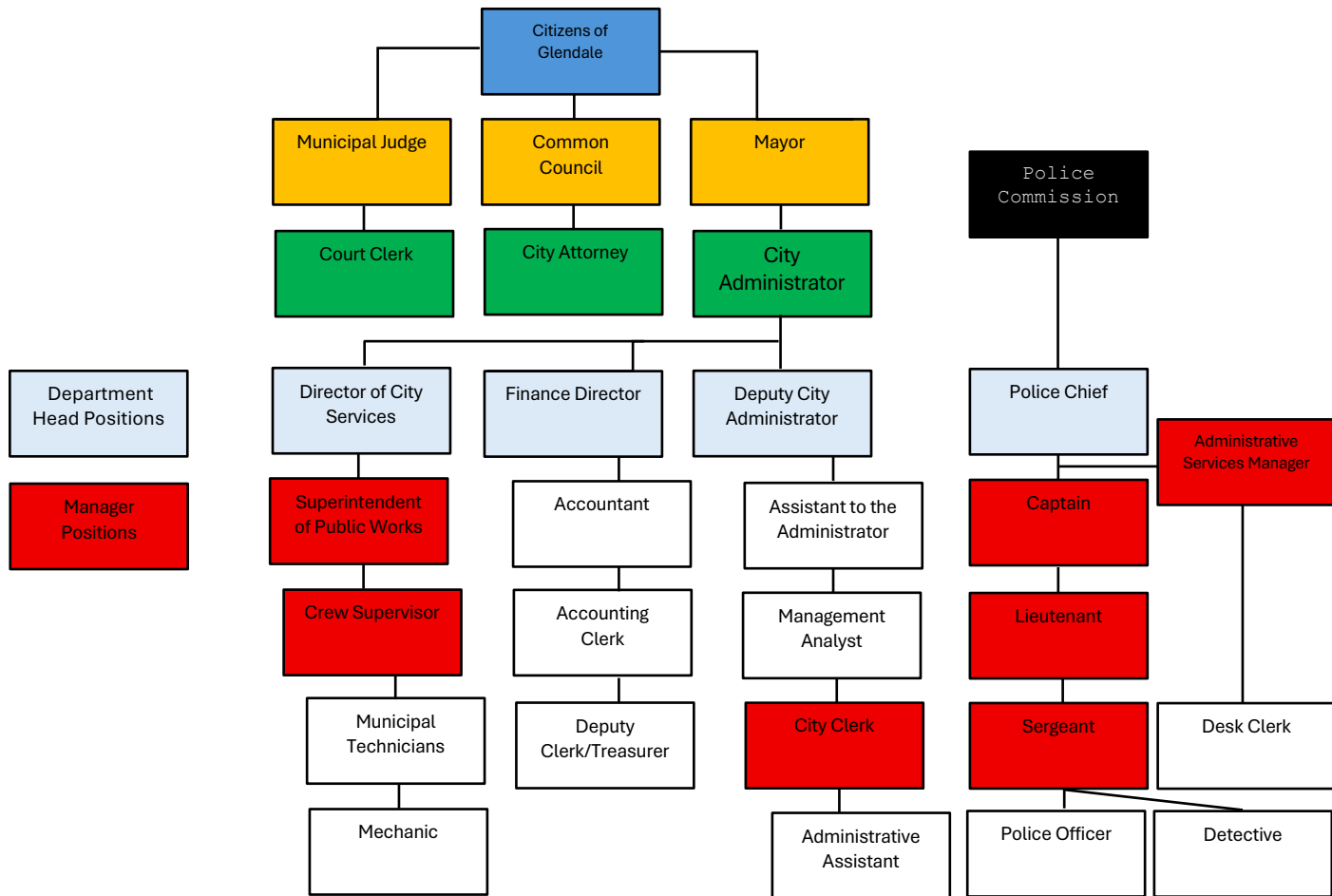
- A. Establish procedures that ensure counseling, treatment, and referral to outside agencies when necessary.
- B. Ensure that discussion between the employer and the employee during the evaluation and referral interviews remains confidential.
- C. With employee's approval, confidentially inform the employee's supervisor as to the progress of the employee.
- D. Conduct a back-to-work interview with the employee and supervisor when in-patient treatment has occurred.
- E. Consult regularly with the management and staff concerning actions taken under this program

MANAGEMENT RESPONSIBILITIES: All Management will continue to fulfill their personnel management responsibilities about performance efficiency by:

- A. Documenting specific instances where an employee's work performance, behavior or attendance fails to meet acceptable levels or where the employee's pattern of performance appears to be deteriorating.
- B. Advise the Human Resource Director of the employee's performance problem and the possibility of a referral. Management must be able to describe behavior but should not attempt to diagnose or draw conclusions. This is a medical or counseling responsibility.
- C. Informal Recognition: As soon as a department head recognizes that the employee has a continuing performance problem, the department head shall conduct an interview with the employee, focusing on poor work performance, and shall informally suggest to the employee that he seek assistance in dealing with his problem. At this point, it will be left up to the employee whether to obtain assistance. If the unsatisfactory work performance ceases, no more needs be done.
- D. Official Recognition: When an employee's conduct or job performance remains below acceptable levels and the informal suggestion fails to result in satisfactory improvement, the department head shall do the following:
 - 1. Formally document all the events which have led to the department head's recognition of the problem. Including the following:
 - a. Incident description, numbers, and dates, such as frequency and reasons for absences, discrepancies in job performance, etc.

- b. Number of informal referrals.
 - 2. Report the information in a memorandum to the Human Resource Director.
 - 3. Set up a mutually acceptable appointment time for the employee to meet with the supervisor and the Human Resource Director.
 - 4. If the employee is uncooperative by failing to keep or reschedule the appointment or refuses to enter the program, and the employee's performance continues to be unacceptable, the department head shall initiate progressive disciplinary action to correct the poor job performance. Information recorded in this report shall include attempts by the department head to formally or informally refer the employee to diagnostic or treatment assistance.
- E. Employees who have made the decision to accept professional treatment which will require absence from work will be granted sick leave for this purpose. In case of insufficient sick leave, consideration will be given to granting an employee additional leave of absence without pay. This does not negate the possibility of the employee seeking any other benefits available under relevant statutory provisions.
- F. A determination based on facts shall be made by the Human Resource Director as to the employee's ability to remain working during the period of treatment. The Human Resource Director may remove an employee from the workforce until information has been obtained and assurances given by a psychologist, psychiatrist, or physician that the employee is able to return to work. City policy and contractual agreements shall be observed.
- G. The Human Resource Director shall have authorization to review all medical and/or counseling records to decide if the employee is able to return to work.
- H. The Human Resource Director shall submit semi-annual reports to the City Council outlining the general status of the program. These reports are to be used solely to evaluate the effectiveness of the program. Under no circumstances do they contain the names of the individual involved.
- I. The procedure outlined herein will not apply under circumstances when management has good reason to believe an employee is involved in criminal conduct.

Organizational Chart





CITY OF GLENDALE

EMPLOYEE HANDBOOK

Approved: April 17, 2024

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I. INTRODUCTION

A. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

The City desires to be a cohesive, effective, and efficient place of employments with a group of employees who produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, customers, and residents. All employees are required to comply with all applicable Council policies, work rules, job descriptions, terms of this *Handbook* and legal obligations.

Employees are to comply with the standards of conduct established in Council policies, this *Handbook*, with any other policies, regulations, and other employment guidelines. This Handbook establishes policies, regulations, guidelines that are expected to be met and violations may result in disciplinary action as outlined.

Employment practices described here within are for informational purposes only and are not intended to be an exhaustive list of all employment expectations that may be found in other applicable Council policies, work rules, job descriptions, terms of this *Handbook* and legal obligations. None of the statements, policies, procedures, rules, or regulations contained in this Handbook constitutes a guarantee of any other rights or benefit, or a contract of employment, express or implied. Employment with the City is "at will" except for protective service employees.

The City may modify or change the Handbook at any time by the Common Council. This Handbook supersedes all previous handbooks, statements, contracts, policies, procedures, rules, or regulations given to employees, whether verbal or written.

If any part of this Handbook conflicts with a collective bargaining agreement, the agreement will supersede this Handbook.

B. PURPOSE AND SCOPE

This Handbook documents a system of personnel administration that has been developed to meet the organizational needs of the City of Glendale and the employment needs of its personnel.

Fair treatment of employees in all aspects of personnel administration shall be provided and shall be based solely upon a consideration of merit factors except where physical requirements constitute a bona fide occupational qualification.

C. MISSION STATEMENT

The mission of the City of Glendale is to provide quality services to its customers, the "citizens and commerce of Glendale." These services promote safety, quality, and growth. The City seeks to build positive, lasting relationships with our citizens and to assure growth by being responsive to the changing needs of the City.

The City intends to provide a work environment in which people, our most important asset, have the opportunity to participate in reaching desired goals and objectives and take pride in personal and City achievements.

D. RESPONSIBILITY OF THE CITY

All Wisconsin employers, including municipalities, are given broad authority to manage their operations and functions. These rights include, but are not necessarily limited to the following:

- Prescribing and administering rules and regulations essential to accomplishing the services desired by the City Administrator, City Management Team, and the City Council;
- Managing and supervising all employees;
- Hiring, promoting, transferring, assigning and retaining employees;
- Taking necessary disciplinary action deemed appropriate by the City;
- Maintaining the efficiency operations entrusted to the City;
- Determining the methods, means and personnel by which such operations are to be conducted;
- Establishing the kinds and amounts of services to be performed and the employees who perform those services.

The above rights may be limited by the laws of the State of Wisconsin and the United States of America. Many of these laws are referenced in other portions of this Handbook.

E. CHAIN OF COMMAND

Purpose: Operation of any government agency depends on an effective chain of command and the City of Glendale is no exception.

City Common Council: The ultimate decision concerning policy in the City of Glendale resides by law with the City Common Council (elected officials) under the leadership of the Mayor.

City Administrator: The City Administrator is an employee of the City who is appointed by the Common Council. The City Administrator is the chief executive officer of the City. As head of City Administration, the City Administrator is authorized to exercise all of the executive and general administrative powers granted under Section 64.11, Wis. Stats.

Management Structure: The Management Structure shall be ~~determined on the~~as indicated in the ~~Management Structure Chart~~ Organizational Chart located in the Employee Handbook

Management Team: ~~The Directors of the designated Departments of the C~~

~~ity are part of the senior management team of the City and report to the City Administrator. Current positions include Deputy City Administrator, Director of Public Works, Community Development Director, Finance Director and City Clerk~~

~~Managers: The Managers of the designated Departments of the City report to their designated Director.~~

This system represents a means of establishing orderly lines of organization and communication as management personnel unite with the employees of the City to promote and deliver effective services to the community.

The City Administrator is responsible for the development, supervision, and the operation of the City and its personnel and facilities. Employees have an obligation to assist the City Administrator in providing professional advice to the Common Council. The City Administrator is generally provided with the autonomy to determine the best practices to implement the policy decisions of Common Council.

All employees and supervisors shall be responsible to the Common Council through the City Administrator. Each shall refer matters requiring administrative attention to his/her supervisor, who shall refer such matters to the next higher authority, when necessary, and through the City Administrator to the Common Council.

II. WORKPLACE ENVIRONMENT

A. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City is an equal opportunity employer. Personnel administration in the City shall be conducted so as not to discriminate on the basis of age, race, creed, color, sex, pregnancy, sexual orientation, national origin, disability, political affiliation, handicap, marital status, ancestry, citizenship, arrest or conviction record, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or Wisconsin, use or nonuse of lawful products off City premises during non-working hours, or any other reason prohibited by state or federal law. This policy shall apply to all aspects of employment including, but not limited to, hiring, placement, assignment, formal and informal training, seniority, transfer, promotion, lay-off, recall or termination. Similarly, all salaries, wages, benefit programs and personnel policies shall be administered in conformity with this policy.

The City is responsible for overseeing the equal employment opportunity policy and investigating discrimination complaints.

If an employee believes that an act of discrimination has occurred, the employee may file a claim of discrimination under the complaint procedure outlined.

B. FAIR LABOR STANDARDS ACT

The City complies with Federal and State laws regarding minimum wage and overtime pay. Notification of rights under the FLSA is posted in each building and is available in human resources.

C. AMERICANS WITH DISABILITIES ACT (ADA)/WISCONSIN FAIR EMPLOYMENT ACT

Purpose: It is the intent of the City to provide employees with a bias-free work environment. The City, upon request, will provide reasonable accommodation in compliance with the law.

Policy: The City will ensure equal opportunities for employees with disabilities. A reasonable effort will be made to provide an accessible work environment and additional accommodation, including auxiliary aids and services. Employment practices (e.g. hiring, training, testing, transfer, promotion, compensation, benefits, termination, etc.) will be administered in such a manner as to not discriminate against employees with disabilities.

D. HARASSMENT AND DISCRIMINATION POLICY HARASSMENT, SEXUAL HARASSMENT AND DISCRIMINATION

Purpose: All City employees have the right to work in an environment where they are treated with respect and dignity and are free of all forms of harassment. The City will not tolerate, condone, or allow harassment by any employee or non-employee who conducts business with the City. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race,

color, religion, national origin, disability, sex, arrest or conviction record, marital status, sexual orientation, membership in the military reserve, or use or nonuse of lawful products away from work and other protected categories under federal or state law.

Policy: The City is committed to maintaining an environment free from discrimination, harassment, and sexual harassment. In keeping with this commitment, the City prohibits any form of harassment and/or sexual harassment that violates this Policy. This Policy against Harassment and Policy Against Sexual Harassment as set forth in this Employee Handbook prohibits harassment and/or sexual harassment by any City official(s), officer(s) or City employee(s).

Annually, all City official(s), officer(s), and employee(s) of the City shall be required to complete a harassment and sexual harassment training program approved by the City Administrator. Upon completion of said training, the employee shall provide the certificate of completion to their supervisor who shall place the certificate in the employee's file and track the employees who have completed this training. City official(s) and/or officer(s) shall provide the certificate of completion to the City Administrator or designee.

Policy Prohibiting Harassment: The City is committed to maintaining an environment free from discrimination and harassment. In keeping with this commitment, the City will not tolerate any form of harassment that violates this City Policy Against Harassment. This Policy Against Harassment as set forth in this Personnel Policy Manual prohibits harassment by or against any City employee, whether such City employee is a public officer or public official of the City.

Prohibited Conduct: This policy prohibits harassment or other workplace discrimination based on a person's protected status under state and federal law. This includes conduct, whether verbal, physical, or visual, that denigrates or shows hostility or aversion toward an individual based upon that person's race, gender, sexual orientation, age, color, religious affiliation, national origin, disability, ancestry, marital status, military status, or other legally protected status. The City will not tolerate harassing conduct that has the purpose or effect of interfering unreasonably with an individual's work performance, affecting an individual's tangible job benefits, or creating an intimidating, hostile, or offensive work environment.

The conduct forbidden by this policy specifically includes, but is not limited to:

1. Epithets, slurs, negative stereotyping, or intimidating acts that are based on a person's protected status; and/or
2. Written or graphic material circulated, available on the City's computer system, or posted or distributed within the workplace that shows hostility toward a person or persons because of their protected status.

The City discourages any such conduct in the workplace, and this policy prohibits harassment based on an individual's protected status, even if it does not rise to the level of a legal violation. Responsibilities of Employee

Everyone at the City can help assure that this workplace is free from prohibited discrimination or harassment. Everyone is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment under this policy. Employees must inform others in the workplace whenever another person's conduct is unwelcome, offensive, inappropriate, or in poor taste. In addition, employees must come forward with complaints about alleged problems or violations of this policy as soon as possible. Employees are expected to come forward promptly and report any problems pursuant to this policy before the alleged offending behavior becomes severe or pervasive. Complaints need not be limited to someone who was the target of the alleged offending conduct. Anyone who has observed an alleged violation of the policy is also required to report such conduct. No employee or elected/appointed official is exempt from the requirements of this policy.

Procedure for Reporting an Allegation of Harassment: If an employee or other person covered by this policy experiences or witnesses any conduct that he or she believes is inconsistent with this policy, the City expects the person to promptly notify the City Administrator, an employee's supervisor, or department head. This may be done in writing or orally. Any supervisor or department director who receives a complaint or observes conduct which may violate this policy, must immediately report the complaint or observation to the City Administrator, and/or any member of the City Council. This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or discrimination.

City Response to Complaints of Harassment: All reports describing conduct that is inconsistent with this policy will be investigated promptly. Persons who believe they have been subjected or exposed to discrimination or harassment prohibited by this policy have the right to have any such activity terminated immediately. The City may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation takes place. The City will take further appropriate action once the report has been thoroughly investigated. That action may be a conclusion that a violation occurred, as explained immediately below. The City might also conclude, depending on the circumstances, either that no violation of policy occurred or that the City cannot conclude whether a violation occurred.

If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, then the City will take corrective action, including discipline up to and including termination, as is appropriate under the circumstances, regardless of the job positions of the parties involved. The City may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a violation of policy. If the person who engaged in harassment is not an employee of the City, then the City will take whatever corrective action is reasonable and appropriate under the circumstances.

Employees are encouraged to use the above complaint procedure(s) to report and resolve their complaints of harassment or retaliation. The City's policy provides for immediate notice of problems to the individuals listed above, so that the City may address and resolve any problems without waiting for legal proceedings to run their course.

Policy Against Retaliation: The City prohibits that any person ~~tre~~at~~tre~~ats any employee or former

employee or applicant or other person adversely for reporting harassment, for assisting another employee or applicant in making a report, for cooperating in a harassment investigation, or for filing an administrative claim with the EEOC or a state governmental agency. All persons who experience or witness any conduct they believe to be retaliatory should immediately follow the reporting procedures provided for in this section.

No City employee or City officer shall take any retaliatory action against any City employee due to a City employee's:

1. Disclosure or threatened disclosure of any violation of this Policy; or
2. The provision of information related to or testimony before any public body investigating, hearing or inquiry into any violation of this Policy; or
3. Assistance or participation in a proceeding to enforce the provisions of this Policy.

For the purposes of this Policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any City employee that is taken in retaliation for a City employee's involvement in protected activity pursuant to this Policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation. Similar to the prohibition against retaliation contained herein provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation;
2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee; or
3. Assists or participates in proceedings to enforce the provisions of the State Officials and Employees Ethics Act.

Confidentiality: In investigating allegations of harassment and in imposing any discipline, the City will attempt to preserve confidentiality to the extent that the needs of the situation and the law permit.

Policy Prohibiting Sexual Harassment: It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is the policy of the City to prohibit harassment of any person by any City official, City agent, City employee, City department or City office on the basis of sex or gender. All City officials, City agents, City employees and City departments or City offices are prohibited

from sexually harassing any person, regardless of any employment relationship or lack thereof.

Definition of Sexual Harassment: Sexual Harassment is defined as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature -when:

1. Submission to such conduct is made a term or condition of an individual's employment, either explicitly or implicitly; or Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
2. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
3. Conduct which may constitute sexual harassment includes, but is not limited to:
4. Verbal Harassment: sexual innuendos, suggestive comments, insults, humor, jokes about: sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates; or, statements of a sexual nature about other employees, even outside of their presence.
5. Non-verbal Harassment: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls," "smacking" "kissing" noises.
6. Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
7. Physical Harassment: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
8. Textual/Electronic Harassment: "sexting" (electronically sending messages with sexual content, including pictures or video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (email/text/picture/video messages, intranet/online postings, blogs, instant messages and posts on social network websites, like Facebook and Twitter).
9. Physical assaults of a sexual nature included but not limited to rape or sexual battery
10. Unwanted sexual propositions or advances;
11. Intentional physical conduct which is sexual in nature such as touching, hugging, kissing, pinching, patting, grabbing, or intentionally brushing the body
12. Insulting or suggestive sounds (for example, whistling, "catcalls", sexual innuendoes, or, suggestive body gestures, etc.)
13. Inappropriate references or comments about a person's body or body parts
14. Sexually oriented jokes which degrade men or women
15. Cartoons, pinups, calendars, pictures, slogans, etc. of naked men or women or of a sexual nature;
16. Repeated flirtations or sexual comments
17. Turning work discussions into sexual topics
18. Repeating insults against men or women
19. Comments or behavior which promises benefits for sexual favors
20. Pressuring a subordinate to go out on a date
21. Denying a qualified individual job opportunity because of an unqualified individual's voluntary or coerced submission to sexual conduct with a superior
22. Requiring an individual to submit to unwelcome sexual conduct in order to receive employment opportunity

23. Unwanted sexual advances, propositions or other sexual comments including but not limited to sexually oriented gestures, noises, remarks, innuendo, jokes, or comments or verbal abuse of a sexual nature. Also included are preferential treatment and promises of a preferential treatment to a person for submitting to sexual conduct; and/or
24. Sexual or discriminatory displays, publications, or communications anywhere in the City work place by City employees or others including but not limited to pictures, posters, calendars, graffiti, objects, reading materials, or other materials that are suggestive, demeaning, or pornographic and also, including but not limited to, any display, publications(s) or communications(s) made through the use of a computer, cell phone, personal digital assistant ("PDA"), or similar electronic device(s).

The City prohibits any such conduct in the workplace, and this policy prohibits harassment based on an individual's protected status, even if it does not rise to the level of a legal violation. The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

Procedure for Reporting an Allegation of Sexual Harassment: An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including, but not limited to, the following:

1. **Electronic/Direct Communication:** If there is sexual harassment behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
2. **Contact with Supervisory Personnel:** At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, the City Administrator, or the Mayor.
3. The employee experiencing what she/he believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the City will not be presumed to have knowledge of the harassment.
4. **Resolution Outside the City:** The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the City. However, all City employees have the right to contact the Equal Employment Opportunity Commission (EEOC) for information

regarding filing a formal complaint with those entities. A complaint with the EEOC must be filed within 300 days.

5. Allegations of Sexual Harassment made against an elected official of the City by another elected official of the City: In addition to the methods of reporting included above, an elected official may request an independent review of a complaint of sexual harassment by another elected official. The request shall be to the City Administrator or the Mayor. The official receiving the request shall take immediate action in keeping with the procurement process of the City to retain a qualified individual or entity for the independent review of the allegations of sexual harassment in violation of this policy. The outcome of the independent review shall be reported to the City Council.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the location), including, but not limited to, written records such as letters, notes, memos, and telephone messages.

All allegations, including anonymous reports, will be accepted, and investigated regardless of how the matter comes to the attention of the City. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

Prohibitions on Retaliation for Reporting Sexual Harassment: No City official, City agent, City employee, City department or City office shall take any retaliatory action against any City employee or official due to a City employee's or official's:

1. Disclosure or threatened disclosure of any violation of this policy; or
2. Providing information related to an investigation or testimony before any public body investigating, hearing or inquiry into any violation of this policy; or
3. Assistance with or participation in a proceeding to enforce the provisions of this policy.

For purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer or change in the terms or conditions of employment of any City employee that is taken in retaliation for a City employee's or official's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against, even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Consequences of a Violation of the Policy Against Sexual Harassment: In addition to any and all other discipline that may be applicable pursuant to City policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements, any person who violates the Prohibition on Sexual Harassment, may be subject to any applicable fines and penalties established pursuant to state law or federal law and applicable disciplinary actions up to and including termination by the City and any person who violates this policy may also be subject to disciplinary action up to and

including termination by the City. Each violation may constitute a separate offense. Any discipline imposed by the City shall be separate and distinct from any penalty imposed by a court of law or a state or federal agency.

Consequences for Knowingly Making a False Report of Sexual Harassment: A false report is a report of sexual harassment made by an accuser to accomplish an outcome other than stopping sexual harassment or stopping retaliation for reporting sexual harassment.

A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to disciplinary action up to and including termination pursuant to applicable City policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

E. PRE-EMPLOYMENT PHYSICAL EXAMINATION

Policy: It is the policy of the City of Glendale to hire employees who are able to meet the physical requirements of the job for which they are being hired.

All applicants who are offered employment with the City of Glendale must complete a physical examination before commencing employment with the City. This will be coordinated through the Human Resources Department with a health care professional chosen by the City, and at the City's expense.

All applicants must be certified by the health care professional chosen by the City as being able to perform the functions of the position being offered to be employed by the City.

Subsequent Testing: The City may require an employee at any time during the course of their employment to have a physical examination at City expense with reasonable notice, if in the opinion of the City the employee's health or physical condition presents a hazard to the employee, fellow employees, or the public; or if the employee's health or physical condition can reasonably be expected to present a liability to the City.

F. DRUG-FREE WORKPLACE ALCOHOL AND DRUG POLICY

Policy: The City of Glendale prohibits its employees from being under the influence of alcohol while ~~employed on duty by the City.~~ Employees as well as are also prohibited from possessing, ~~selling~~, using, or consuming alcoholic beverages on its property. Exemptions to the Policy are allowed-permitted for "social" events determined by the City Administrator, particularly for events and activities at Richard E. Maslowski Community Park and other City-sponsored special events. "Under the influence" is defined as any detectable amount of alcohol. Possession of alcohol does not apply to employees who store alcohol in their personal vehicles for consumption off premises.

The City of Glendale prohibits its employees from using, possessing, manufacturing, distributing, selling, or being mentally or physically impaired by any illegal drug during working hours, including lunch or other break periods, or while on City property, except as noted below. "Mentally or physically impaired" is defined as any detectable amount of an illegal drug. Illegal drugs include any "controlled substance" as defined by state and/or federal laws. Examples of such illegal drugs include, but are not limited to: marijuana, hashish, amphetamines, barbiturates, tranquilizers, narcotics, cocaine, and hallucinogens, such as LSD or PCP. The only exception to this policy is as follows:

The use of a "controlled substance" as prescribed by a medical or dental practitioner licensed to prescribe "controlled substances" shall not subject an employee to disciplinary action. If the employee reasonably expects that such use will affect his/her faculties in any way contrary to safety or functioning of the employee, the employee should report such use to his/her supervisor.

Whenever an employee's supervisor has reasonable cause to believe that an employee is using and/or under the influence of alcohol or an illegal drug, the employee may be required to submit to a reasonable medical examination and may be referred to the City's EAP for further assessment. Any employee who refuses to submit to a reasonable medical examination or accepts a referral to the EAP for assessment may be subject to disciplinary action up to and including discharge.

Employees are strongly urged to avoid all activities ~~which~~that would create an apparent conflict with the intent of this policy, such as ~~to consume~~consuming any alcoholic beverages prior to normal working periods. The immediate benefits of adhering to this practice include attainment of the highest level of employee performance and well-being.

An employee experiencing a problem with alcohol or drug use is encouraged to utilize the City's Employee Assistance Program. That program is designed to provide assistance to employees and their families in dealing with a wide range of personal problems, including alcohol or drug abuse/dependency. Employees will not be disciplined for participation in the Employee Assistance Program; however, if an employee engages in conduct ~~which~~that is in violation of this policy regarding alcohol or other drug use, participation in the program will not excuse the employee from the disciplinary consequences of such conduct.

Violation of this policy will subject the individual to serve disciplinary action up to and including ~~termination of employment~~termination for cause. The City will take appropriate personnel action against such an employee or require the employee to participate in a drug abuse assistance or rehabilitation program depending on the circumstances.

An employee must notify the City of Glendale of any criminal statute conviction involving drugs or alcohol which occurred in the workplace.

G. VIOLENCE IN THE WORKPLACE

Purpose: The City of Glendale is committed to providing a safe and secure workplace for its employees and a safe place of business for its customers.

Policy: The City will investigate allegations of any violent or intimidating behaviors, gestures, or acts in the workplace or incidents involving the destruction of City property. All threats will be taken seriously, not dismissed as harmless joking, a mere personality issue, or just “blowing off steam.”

This policy applies to any form of workplace violence occurring on the worksite or involving City employees engaged in the performance of their work duties whether on or off the worksite. Violence occurring at other locations involving City of Glendale employees will come under this policy if it adversely affects the interests of the employee.

This policy also applies to domestic violence situations where physical harm, threat of harm or fear of harm creates a safety issue for any employee while conducting City of Glendale business. Domestic violence threats at work must be met with the same level of response as any other kind of threat.

Violence Defined: Workplace violence is any direct, conditional, or implied threat, intentional act or other conduct which reasonably arouses fear, hostility, intimidation, or the apprehension of harm in its target witnesses, regardless of location of such acts. This includes words or actions, which, by inducing fear, cause a person to do or refrain from doing an act (e.g. a supervisor avoids giving discipline; employees avoid work tasks or work interactions).

Workplace violence also includes vandalism or the destruction of property at the worksite belonging to an employee, customer, vendor, or the employer. The employer’s property includes all items owned or leased.

This policy shall not apply to any manager, supervisor, or other person who, acting in a civil manner and within the scope of their authority, is carrying out their duties, such as administering discipline and/or constructive feedback to another employee, or engaging in an enforcement action.

Threat Defined: A threat is the implication or expression of intent to inflict physical or emotional harm and/or actions that a reasonable person would perceive as a threat to personal safety or property.

Threatening behaviors include, but are not limited to:

1. Non-verbal threats, examples of which include glaring or staring with the intent to intimidate or insulting gestures.
2. Mail, facsimile, messages, phone calls, e-mail or any correspondence deemed by a reasonable person to be intimidating, threatening, or coercing.
3. Intimidating, stalking, or coercing fellow employees on or off premises at any time, for any purpose that in the employer’s judgment affects its business interest.

Individuals who apply for and obtain a protective or restraining order listing a City facility as a protected area must provide the following to their manager:

- a copy of the petition and declaration used to seek the order,
- a copy of any temporary protective restraining order and/or,
- a copy of a protective restraining order that is made permanent.

Workplace/Worksite Defined: Workplace/worksite means any location where City of Glendale employees are carrying out their job duties or are contacted for reasons related to their job duties.

No employee may bring unauthorized weapons (whether assembled or unassembled) of any type into their worksite building or worksite vehicle. Employees are allowed to have a weapon in their private vehicle while parked in a municipal lot, but the weapon must be stored out of sight and in a secure location (such as in the trunk of a vehicle or in a locked glove compartment. Law enforcement officers and those employed by the Division of State patrol, or other law enforcement agencies may bring Department authorized firearms to the worksite if authorized by the Police Chief, the Administrator of the Division of State patrol, the sheriff of any county, or the chief of police of any city, village or town. Authorization to bring weapons other than firearms to the worksite must be granted by appropriate Department management.

Weapons Defined: Weapon means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm.

Reporting: All employees, especially management employees, are required to report any potentially dangerous behavior or threats they have received, witnessed, or been told of, regardless of the degree of severity or the relationship between the parties to their immediate supervisor or the next supervisor in the chain of command. There will be no retaliation against an employee who makes a good faith report of such behavior.

Investigation: An investigation will be conducted of any and all complaints for workplace violence. Any employee who engages in workplace violence and/or intimidation shall be subject to disciplinary action, up to and including dismissal from employment.

Zero Tolerance: The City of Glendale considers some actions to be so egregious as to warrant placing an employee on administrative leave while an investigation is conducted. Employees found to be engaging in these actions would typically be placed on administrative leave with pay pending the completion of an investigation and may receive significant discipline or discharge. Examples of these behaviors include, but are not limited to:

- Hitting, punching, or inflicting bodily harm to another person;
- Bringing an unauthorized weapon into the workplace;
- Deliberate and substantial destruction of City of Glendale property;
- Threatening or intimidating employees, customers or others with force or violence;
- Threatening or intimidating behavior that is repeated or severe enough that it interferes with job performance.

H. WORKPLACE SAFETY/WORKERS COMPENSATION

Purpose: The City of Glendale is committed to furnishing a safe place of employment that includes the use of safety devices and safeguards, methods, and processes reasonably adequate to render employment safe, and other things reasonably necessary to protect the life, health, safety, and welfare

of such employees.

Policy: The City of Glendale subscribes to and follows the requirements of the law that relates to the protection of the life, health, safety, and welfare of City employees.

The City of Glendale has developed and maintains a comprehensive safety program conforming to tried and accepted safety practices. This program encourages proper attitudes toward injury and illness prevention on the part of both management and employees. It also requires cooperation in all safety and health matters, not only between supervisors and employees, but also between each employee and his/her co-workers. It is the major objective of the safety program to protect the City of Glendale's most valuable asset – its employees.

Workplace Safety: Any unsafe practice or condition, affecting persons, property, or equipment, must be reported immediately to your supervisor. Should a hazardous situation exist, safety always takes precedence over continuing operations.

Employee: Job safety is everyone's responsibility. You, as a City employee, are required to follow all safe work procedures and must ~~conduct yourself carefully at all times~~ always conduct yourself carefully. Most accidents are caused by carelessness and horse play. When you observe unsafe working conditions, it is your obligation either to correct the problem or to report it to your supervisor. It is not your responsibility to attempt a job which appears to be unsafe; ask your supervisor for instruction or clarification. Similarly, all work areas are to be kept clean and free from debris, and tools and equipment are to be kept clean and in good repair. Failure to follow safe work procedures may result in disciplinary action, up to and including immediate ~~termination of employment~~ termination for cause.

Please refer to the City of Glendale Safety Handbook for more detailed information about safety procedures.

No Retaliation: Retaliation against employees for reporting workplace safety issues or a work-place injury is prohibited and will not be tolerated. Offenders will be subject to disciplinary action up to and including immediate ~~termination of employment~~ termination for cause.

City employees are encouraged to submit suggestions to their supervisor or to Human Resources regarding ways to increase workplace safety. It is our collective workplace and any suggestion to make it safer will receive careful consideration.

Worker's Compensation: The City carries Worker's Compensation insurance to protect its employees against losses due to injury or illness caused while in the performance of his/her duties. Whenever an employee is injured in the scope of the employee's employment, he/she shall keep the Worker's Compensation check and receive a supplementary check from the City, the total of the two (2) checks shall be equal to the same amount as if the employee was still receiving his/her normal pay.

Employees who suffer a compensable injury under Worker's Compensation are eligible to receive income continuation for twelve (12) months, or until the employee is able to return to work, whichever

occurs first.

In Case of Injury in the Workplace

1. All injuries, no matter how slight, must be reported immediately to your supervisor. The supervisor will in turn immediately report to Human Resources using the City Employee Accident Investigation Form. Sick leave will be utilized for any employee absence until an Accident Investigation Form is completed. (CC8-22-16)
2. If immediate medical attention is required, the injured employee shall be sent to the nearest medical facility capable of handling the type of injury involved.
 - a. If the injury demands immediate emergency medical treatment, the employee shall be sent to the emergency room at the nearest hospital.
 - b. If an ambulance is needed, 911 shall be dialed.
3. A return-to-work slip shall be provided to the employee's supervisor directly following a doctor's visit. A copy shall immediately be sent to Human Resources.

B. LIGHT DUTY

The best interests of the City and its employees are served when injured or ill employees return to work as soon as they are able. Light duty work is work which requires only a minimum of physical exertion and can be accomplished by an injured or ill employee without risk to the employee's recuperation process and without potential risk of harm to others. When employees are on leave of absence for an injury or illness, the department head may recommend, and the City Administrator may approve a light duty assignment in accordance with the procedures identified below. There is no guarantee of a light duty assignment. Light duty assignments will be considered on a case-by-case basis and shall be based on the operational needs of the City.

Further, light duty assignments are temporary and are reserved for employees who will be able to recover from their injuries. Light duty assignments are intended to benefit the employee and the City and to the extent that light duty assignments cease to serve the operational needs of the City, light duty assignments will be terminated.

1. An employee may be required, or may volunteer, to work in an available revised duty assignment, whether the injury was sustained on-duty or off-duty. The number of light duty assignments available is limited. Therefore, on-duty injuries have priority over off duty injuries in the selection of duty assignments.
2. The work the employee performs must be within the physical limitations prescribed by the employee's and/or City-designated physician.
3. The work the employee performs must have existed within the department before the illness or injury occurred.
4. No employee will be moved from his or her regular job to make a light duty situation available to another employee.
5. The performance of light duty work shall not otherwise disrupt the functioning of the department within which the light duty is being performed.

6. Employees may be removed from limited duty assignments if appropriate work is not available, or if the employee cannot satisfactorily perform the work assigned. In most cases, light duty assignments will not be allowed for more than 90 days.
7. It is recognized that the nature of the injury and the skills of the employee will determine what assignments are made. The nature of the injury and the skills of the individual must be balanced against the needs of the department. (ex. an administrative or clerical employee with a broken arm may be able to perform office work that a utility person or mechanic with the same type of injury is unable to do.)
8. The City is the employer, not the department. It is the primary goal of this policy that departments find alternative work assignments for employees assigned to their respective departments. However, when the employee's department head cannot find suitable work, suitable restricted work may be sought in other departments.
9. An employee who is authorized and assigned light duty work shall continue in his status as an employee of the City, with the same wage and benefits that were assigned to his regular position.
10. The City may require the employee to submit to an examination by another physician at the City's expense to determine the employee's fitness for duty, even light duty. The determination of the City's physician will govern in the case of a dispute between the City's physician and the employee's physician. The City also reserves the right to review an employee's status at any time during the duration of the light duty assignment.
11. The decision of the City Administrator shall be final with respect to the determination of whether a light duty assignment is available within the limits of the physician's restrictions. No light duty assignments will be made permanent and requests for light duty may be denied where there is no reasonable expectation of the employee returning to regular duty within 90 days.
12. If an employee is granted light duty, the light duty assignment generally shall not exceed 90 days. If at the end of that time, the employee is still not medically released to perform full duties as defined by the employee's official job description, he shall either: (1) be reclassified or reassigned; or (2) be placed on a leave of absence with or without compensation; or (3) apply for a disability pension; or (4) be subject to commencement of the termination process. Such a decision shall be made by the City Administrator based on the circumstances of each specific case and in accordance with applicable laws.
13. The City will treat pregnancy as any other non-job-related disability. Any restrictions imposed by a pregnant employee's physician, or the City-designated physician will be reviewed to determine if light duty assignments are available consistent with the employee's prenatal restrictions.
14. Failure to report for or to carry out the assignments of the limited duty work status may result in disciplinary action, up to and including ~~termination of employment~~termination for cause.
15. No light duty assignments shall result in overtime.
16. This policy will be interpreted and applied consistent with the City's obligations under the Family and Medical Leave Act, the Americans with Disabilities Act, and all other applicable laws. Exemptions will be made only as necessary to comply with those laws and as approved by the Common Council.

17. Nothing herein shall be construed to require the City to create a light duty assignment for an employee. Employees will only be assigned light duty assignments when the City determines that the need exists, and only as long as such a need exists.

III. PERSONAL CONDUCT POLICIES

A. GENERAL STANDARDS OF PROFESSIONAL & ETHICAL CONDUCT

Purpose: The City of Glendale is committed to maintaining the highest standards of conduct and ethics. This Policy reflects the practices and principles of behavior that support this commitment.

Policy: The City will investigate any possible fraudulent or dishonest use or misuse of City resources or property by staff, management, volunteers, and elected officials. The City will take appropriate action against anyone found to have engaged in fraudulent or dishonest conduct, including disciplinary action by the City, or civil or criminal prosecution when warranted.

All are encouraged to report possible fraudulent or dishonest conduct as provided under the procedures set forth in the next section.

How to Report:

- Concerns about possible fraudulent or dishonest use or misuse of resources should be made in writing and forwarded in a sealed envelope to the appropriate Department Head. In the case of fraudulent or dishonest behavior by a Department Head, the concern should be reported to the City Administrator. In the case of fraudulent or dishonest behavior by the City Administrator, City Council member or Committee member, the concern should be reported to the Mayor.
- Sufficient information should be provided in order that an investigation can be conducted. The envelope should be marked as “Confidential – Standards of Conduct Policy”. These concerns may be submitted on a confidential, anonymous basis, if the person so desires.

The City encourages those submitting concerns to put their names to allegations because appropriate follow-up questions and investigation may not be possible unless the source of the information is identified. Anonymous whistleblowers must provide sufficient corroborating evidence to justify the commencement of an investigation. An investigation of unspecified wrongdoing or broad allegations will not be undertaken without verifiable evidentiary support. Because investigators are unable to interview anonymous whistleblowers, it may be more difficult to evaluate the credibility of the allegations and therefore, less likely to cause an investigation to be initiated.

Confidentiality: Complaints under this policy will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and the law. Generally, this means that complaints will only be shared with those who have a need to know so that the City can conduct an effective investigation, determine what action to take based on the results of any such investigation, and in appropriate cases, with law enforcement personnel.

Should disciplinary or legal action be taken against a person or persons as a result of a complaint, such persons may also have the right to know the identity of the person filing the complaint.

Malicious Allegations: Malicious allegations may result in disciplinary action.

No Retaliation: Employees of the City may not retaliate against a employee for informing management about an activity which that person believes to be fraudulent or dishonest with the intent or effect of adversely affecting the terms or conditions of the employee's job, including but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or wages. Employees who believe that they have been retaliated against may file a written complaint with the City Administrator or Mayor. Any complaint of retaliation will be promptly investigated and appropriate corrective measures taken if allegations of retaliation are substantiated. This protection from retaliation is not intended to prohibit managers or supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors.

An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy or practice in writing to the attention of the appropriate person and provides the City with a reasonable opportunity to investigate and correct the alleged unlawful activity.

A. POLITICAL ACTIVITIES WHILE ON THE JOB

Purpose: The City encourages employees to be active citizens and engage in the political process. However, City employees are expected to recognize the unique position they hold as a public employee. The City serves all citizens without regard to political affiliations.

Policy: City employees shall not take part in any political campaigning in their capacity as a City employee. When engaging in political activity or engaging in discussion of issues of public importance, you are expected to ensure that your actions and positions are not attributed to the City.

City resources may not be used for promoting a particular candidate or a political party.

The distribution or wearing of political badges, buttons or printed matter during working hours or their placement on City property is prohibited at any time. With due consideration for the spirit and letter of this policy, political activities outside of working hours not otherwise attributable to the City or your employment with the City are within the proper exercise of citizenship.

B. CUSTOMER RELATIONS

Policy: As a City employee it is necessary for you to work with citizens, vendors and others while performing your job. At all times, such relationships shall be professional in nature. Your interaction with everyone must be courteous and professional. Any physical, verbal, sexual or other abuse under any

circumstances is inappropriate. Courtesy, friendliness as well as prompt and effective service are required. You are expected to incorporate these standards into your job.

C. GIFTS & FAVORS

Policy: City employees shall not directly or indirectly solicit or accept any personal gifts, favors, services, money, or anything with an individual or cumulative value of \$25.00 or more from the public or any organization. Employees shall not accept gifts, money, or anything of value for services which they are employed by the City to provide (e.g. enforcing City/State laws and/or codes, enforcing City contracts, inspections, citizen assistance, etc.).

Employees are required to immediately disclose to their Supervisor and the Human Resources Department any offer or receipt of a gift of money or anything of value which may tend to influence the impartial discharge of the employee's duties from any person, business entity or other organization to the employee or a member of his/her immediate family (i.e. father, mother, brother/sister, spouse, children).

Employees with enforcement/inspection/decision-making responsibilities should bear in mind that the donor of gifts, presents, or favors may come to expect or seek preferential treatment later. Gifts from "grateful/appreciative" citizens are to be discouraged. If gifts cannot be declined gracefully, the employee should report receipt to his/her immediate supervisor who will coordinate appropriate disposition.

D. TECHNOLOGY USE POLICY

Purpose: The City's computers, networks, programs, communication devices and tools, other technology, and internet (collectively "technology") are intended as tools for the City to serve the public and the City and are provided so employees may better perform their job-related responsibilities. Inappropriate use can adversely affect the City, interfere with the work of its employees, increase its costs, and even expose the City to damage, liability, and security risks.

Policy: City technology is provided to employees to assist with the performance of City operations and duties. Personal use of City technology must be kept to a minimum in order to ensure efficient and effective City operations.

Monitoring: In order to protect its interests, the City reserves the right to monitor all use by employees of technology. No employee should expect privacy or secrecy in the use of technology. Employee use constitutes acceptance of the City's monitoring and disclosure of the employee's use. Use of the City's technology can be limited by the City at any time for any reason. The City may consent to the disclosure of information about use of technology or any other property as required by law or otherwise deemed appropriate by the City.

Personal Use: The work of the City and the public always comes first. Unnecessary or excessive use by one person may tie up equipment or limit the ability of others to have access. Use leaves a record of

the City name and your identity on the technology and at every internet site visited, and may result in unwanted or inappropriate return e-mails, solicitations, viruses, and other harmful items.

No written policy can list every conceivable circumstance that relates to proper use. The City's employees are professionals who are expected to exercise responsible professional judgment. The City has complete and sole discretion to determine whether any use or access is inappropriate, even if the use is not expressly prohibited or addressed in this policy.

The City may ask employees to stop any use it believes is improper. In addition, the City may block access to any content it believes is not appropriate. Employees who do not adhere to this policy may be disciplined, which can include restriction of internet use or discipline up to and including termination. If you have a question about whether a particular use of the City's technology is proper, you should consult with your supervisor before engaging in such use.

Electronic Communication: The City provides some of its employees with electronic communication tools such as email, voicemail, cell phones, text messaging, pagers, computers and other communication tools and devices so they may better perform their job-related duties. The City's electronic communications system includes all messages sent through the City's computer network either externally via the internet or internally and through City issued communication devices and networks.

Electronic communications should be courteous, concise, focused and written or spoken in proper business English. The same care should be used in drafting electronic communications as is expected for drafting any other written communication. All electronic communications are unavoidably attributed to the City. When composing electronic communications, employees should keep in mind that personal comments may be perceived as comments made on behalf of the City.

Electronic communications may reside on the system in different recoverable forms (system backup, sent mail folders, spool queues, etc.). Employees should not assume that deleting a personal electronic communication removes all incidents of their existence. If there is a review of the information or an investigation, litigation, or other proceeding that requires or makes desirable the review or production of City records, it is likely that electronic communications will be requested and potentially disclosed.

Moreover, employees should not delete any communications that are records under Wisconsin's Public Records Law. No one should expect privacy or secrecy in the use of City technology or City-issued communication devices such as email, text messages, cell phone messages, or calls. The City does not condone "snooping"; employees should not read or review communications not sent to them except for legitimate business reasons. If internal communication is confidential, it should be distributed personally or by a confidential routing envelope and not by e-mail. Employees should not presume electronic communication sent via the internet is confidential unless it has been encrypted by the City.

Social Media: The City recognizes that technology is changing at a rapid pace and the City, and its employees, must adjust to an ever-changing world. The City also recognizes that not all employees use social media. For employees who use social media, the City expects them to do so in a responsible and

respectful manner.

It is the policy of the City that information, in all its forms – written, spoken, recorded electronically, or printed – will be protected from accidental or intentional unauthorized modification, destruction or disclosure. All electronic media must be protected from misuse, unauthorized manipulation, and destruction.

The City reserves the right to review employees' use of social media and determine if abuse is occurring. Social media under this policy includes participation in a listserv. Participation in listservs should be limited to those used for business purposes. Employees should be mindful that postings to a listserv are distributed to many unknown readers and can later be quoted in public materials. Employees must understand and comply with the guidelines and protocols of each listserv to which they subscribe.

Under no circumstances should employees use social media to engage in or post communications or material that would violate any Handbook policy, including, but not limited to, the Harassment & Retaliation Policy, the Confidential/Privileged Information Policy, or the City's Work Rules. If you have a question about whether a particular use of electronic communication or social media is appropriate, you should consult with your supervisor before making such communication.

Prohibited Software: Software purchased and licensed for personal use may not be installed on City computers. The City periodically may, at any time, conduct an audit or interrogation of computers for installed software and related printed material that is not included on a then-current inventory of City-authorized software. All unauthorized software will be removed and destroyed. Proprietary Rights and Licensed Software City technology resources may not be used to violate proprietary rights, including copyright, trademark, trade secrets, right of publicity or any other intellectual property rights. For example, unless consistent with all applicable licenses, users may not post or download any data (including software) protected by copyright or patent law. Likewise, users may load only licensed software from the Internet or other source onto a City-provided workstation or laptop if use of the software is consistent with the license and the original software license remains at the City office so that the City may conduct accurate audits (and respond to external audits). All software must be approved by the City Administrator prior to downloading. Employees may not interfere with, misuse, damage, attempt to damage, delete, appropriate, or otherwise improperly use any property of the City, including, but not limited to, software owned, licensed, utilized and/or operated by the City.

IV. WORKPLACE POLICIES

B. INCOMPATIBLE OUTSIDE EMPLOYMENT

Policy: An individual's employment with the City shall be considered their primary employment. City employees may not engage in outside employment which conflicts with or affects the performance of their duty.

The City does not prohibit employees from accepting outside employment that does not interfere or conflict with their duties for the City. During your working hours you are expected to be working for the City. You are not permitted to work for another employer while you are working for the City.

C. USE OF CITY PROPERTY OR EQUIPMENT

City property/equipment shall be used by employees only in conjunction with the performance of City operations and duties. Any removal/use of City property/equipment for personal non-work related use is not permissible.

Public Works employees (only) may utilize the City Services garage for washing or changing a tire on their personal vehicles. Personal use of the City's vehicles, trailers, mowers, hydraulic/electric lift, supplies, and power tools (leaf blowers, chainsaws, etc.) is prohibited.

D. JOB VACANCIES & JOB POSTINGS

Eligibility: Individuals shall be recruited from a geographic area as wide as is necessary to assure well-qualified candidates apply for the various types of positions.

Nepotism: No two members of an immediate family or intimate relationship shall be employed, promoted, or transferred to any department, division, or work unit when as a result they would be directly supervising or receiving direct supervision from the other. Exceptions may only be granted by the Common Council.

Notification: The Human Resource Director shall recruit full-time vacant positions. Such various media of publicity shall be used as might be expected to bring notice of vacancies to as many qualified persons as possible. In the case of police personnel, the procedure of the Police & Fire Commissioners shall govern recruitment.

When a full-time position becomes available, there will be internal postings advertising the position. The position may be filled by a fully qualified employee from that department without the necessity for publishing a vacancy externally.

Acceptance of Applicants: Application for employment may be accepted at any time a vacancy exists. Except for positions in the Police Department, each candidate for municipal employment shall make application in the manner prescribed by the Human Resource Director. Police candidates shall follow procedures established by Police and Fire Commission.

References: As part of the pre-employment procedures, former supervisors, employers, and other references provided by candidates shall be checked. Reference checks made by personal or telephone contact, shall be documented and made part of the applicant's file. These reference checks shall be completed prior to an offer of employment.

Pre-employment testing Test: As a condition of employment, all new hires (excluding elected officials and poll workers) shall be required to pass a background check, physical, and drug test as it pertains to the position.

E. EVALUATION PERIOD

The evaluation period shall be up to twelve (12) months. The evaluation period is a time for both the employee and his supervisor to get acquainted with and evaluate the employee's new role within the City. All supervisors are encouraged to complete at least one interim performance evaluation before the end of the evaluation period.

The evaluation period in no way alters an employee's at will status. Prior to completion of the probationary period, the department head shall make every effort to evaluate the employee. The following factors may be included in this evaluation:

1. Job performance
2. Work attendance
3. Employee attitude and ability to work with fellow employees
4. Ability to accept responsibility
5. Compliance with established safety standards for the job in question
6. Any other pertinent characteristics determined by the City Administrator

Based upon these criteria the department head and City Administrator will evaluate the employee at the end of the evaluation period and:

1. If the performance has been satisfactory, assign the employee to non-probationary status.
2. If the performance has been unsatisfactory, dismiss the employee from employment.
3. If there is reason to believe that an employee may develop the ability to perform satisfactorily, the evaluation period may be extended for a period not to exceed six (6) months for the department head and City Administrator to make a further evaluation and for a decision to take place.

Special Licenses and Certifications: During the evaluation period, it might be necessary for employees to enroll in training programs necessary to perform the essential job duties. If during an evaluation period, an employee enrolls and completes a required training program, such as a commercial driver's license (CDL) and the cost to the City is in excess of \$2,000, and the employee voluntarily leaves

employment with the City during the evaluation period, the Employee shall have the cost of this training deducted from their final pay-check.

F. PROMOTIONS, TRANSFERS & DEMOTIONS

Promotion: Vacancies shall be posted on a designated bulletin board accessible to City employees. Vacancies shall be filled when practical by the promotion of existing employees when, in the judgment of the Human Resource Director and Administrator, it is in the best interest of the City to do so. Promotions in every case must involve a definite increase in duties and responsibilities and shall not be merely for the purpose of affecting an increase in compensation. Promotion, other than for police officers, shall be based on the applicant's qualifications, and record of performance. Applicable Wisconsin State Statutes will apply to promotion of members of the Police Department.

Transfers: Transfer of an employee from one position to another without significant change in level may be effected when the employee meets the qualification requirements for the particular position; if it is in the best interests of the City; if further training and development of an employee in another position would be beneficial to future staffing potential of the City; and if it meets the personal need of the employee as consistent with the other requirements of this rule.

Demotions: An employee may be demoted to a position of lower grade for which the qualifications are met, for any of the following reasons:

- When an employee would otherwise be laid off because the position is being abolished; lack of work; lack of funds; or because of the return to work from authorized leave of another employee to such a position in accordance with the rules on leave;
- When an employee cannot fulfill the required duties of the position according to the job description for the position, with or without reasonable accommodation as required by law, because of disability.
- When an employee does not possess the necessary qualifications to render satisfactory services in the position held.
- When an employee voluntarily requests such demotion.
- As a disciplinary action taken by a Department Head.

All demotions must receive the approval of the Human Resource Director except in the case of police personnel wherein the applicable Wisconsin State Statutes shall govern.

An employee who is demoted unwillingly may appeal the demotion to the City Administrator. The City Administrator shall carefully consider the appeal and transmit to the employee a letter containing a decision within 14 days.

G. LAYOFF & REHIRE

In the event that a layoff is expected, the City will attempt to communicate information about an impending layoff as soon as possible. Management reserves the right to alter the layoff procedure

when necessary.

An employee selected for layoff will be given as much notice as is required by law or as much as is reasonable under the circumstances and will be informed of the reason for the layoff, the estimated length of the layoff, and any rights they ~~have to~~must appeal their selection for layoff to the Common Council.

Employees within each affected department typically will be selected for layoff in the following order:

- Temporary and part-time employees will be laid off first.
- New employees covered under the Probationary Period will be laid off next.
- Full-time employees will be laid off last, based on their demonstrated ability to perform the available work and their length of service.

Employees will be recalled according to business need, and their ability to perform the job. An employee's length of service is measured from the original date of hire with the City, as long as there has not been a break in service. In the event that a layoff extends beyond 30 calendar days, employment will be terminated. Employees who are terminated because of a layoff will be maintained on a recall list for one year or until management determines the layoff is permanent, whichever occur first.

If a determination is made that a layoff is permanent, ~~laid~~laid-off employees will be notified in writing via certified mail, return receipt requested. Because removal from the recall list terminates all job rights the employee may have, employees should report to Human Resources, if they change their home address or if they become unavailable for recall.

H. PERSONNEL FILE ACCESS

Written personnel records are essential to the establishment of factual data regarding the employment history of all personnel. In addition, for the purpose of meeting a variety of legal requirements, the establishment and maintenance of records relative to all personnel department activities is essential.

An individual personnel file shall be maintained for each person employed by the City of Glendale. The active files shall consist of the individual files of all persons currently on the City payroll.

The inactive files shall consist of the individual files of all persons formerly employed by the City. At a minimum, the individual files of all current employees shall contain the following:

- The full name, current address, telephone number and Social Security number of the employee.
- The title of the position currently held.
- The employee's initial starting date.
- The current salary of the employee.
- The person's original application and/or resume, for employment.
- Any required payroll deduction or withholding authorization forms.
- Payroll Direct Deposit authorization forms.

- All appropriate fringe benefit enrollment and waiver forms.
- All personnel action forms and official correspondence relative to the person's employment with the City of Glendale.

Individual records relative to employee discipline, grievances, physical fitness, occupational injury, and job performance shall be maintained for each employee. Any such records, including individual files, shall be considered confidential in order to prevent the invasion of privacy and shall be provided only to the employee (or his authorized representative), the Human Resource Department, the individual's supervisor and authorized Federal and State representatives who have authority to review such official records for official reasons.

Access to an individual's personnel file shall be granted in accordance with State laws. Copies of documents contained within an individual's personnel file shall be provided to the individual or his/her authorized representative upon request.

After reviewing his/her personnel records, the employee has the right to request that records that are believed to be inaccurate be removed from their file. If the City denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the City intends to release the disputed record to a third party, the City must also release the attached employee rebuttal statement to the third party.

Third parties who wish to access personnel records will be permitted such access in accordance with State Law. The requesting party shall be assessed a reasonable fee for the cost of reproducing the requested documents as provided under the City's public records policy.

Records will be retained consistent with federal and state requirements.

I. EMPLOYEE DISPUTE RESOLUTION PROCEDURE

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline and termination. This policy applies to all employees covered under Section 66.0509, Wis. Stats. This policy does not apply to represented sworn police officers. An employee may appeal any level of discipline under this grievance procedure. For purposes of this policy, "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 same.

Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance.

1. Step 1 – Written Grievance Filed with City Administrator. The employee must prepare and file a written grievance with the City Administrator within five (5) calendar days of when the

employee knows, or should have known, of the events giving rise to the grievance. The written grievance must contain the name and position of the employee filing it, a statement of the grievance, the issue involved, the relief sought, the date the event giving rise to the grievance took place, the employee's steps to orally review the matter with the employee's supervisor and the employee's signature and the date. The City Administrator or his designee will investigate the facts giving rise to the grievance and inform the employee of his or her decision, if possible within ten (10) business days of receipt of the grievance. In the event the grievance involves the City Administrator, the grievance shall be filed with the Mayor and the Mayor or his designee shall conduct the Step 1 investigation.

2. Step 2– Impartial Hearing Officer. If the grievance is not settled at the first step, the employee may request in writing, within five (5) business days following receipt of the City Administrator's decision, a request for written review by an impartial hearing officer. The City shall select the impartial hearing officer. The hearing officer shall not be a City employee. The impartial hearing officer will determine whether the City acted in an arbitrary and capricious manner. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.
3. Step 3 – Review by City Common Council. If the grievance is not resolved after Step 2, the employee shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the City Common Council. The Common Council shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The matter will be scheduled for the Common Council's next regular meeting. The Common Council will inform the employee of its findings and decision in writing within ten (10) business days of the Common Council meeting. The Common Council shall decide the matter by majority vote and this decision shall be final and binding. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved

J. DISCIPLINARY ACTION

The City will discipline employees if the employee engages in conduct which is contrary to accepted practices or City's interest. Depending upon the seriousness of the offense, violators may receive a verbal warning, written warning, suspension without pay, or dismissal.

The following are some of the common guidelines you are expected to observe at all times. These guidelines are not inclusive and are not intended to limit the City's right to take other disciplinary action as necessary.

An employee found to have engaged in any of the following acts of misconduct will be subject to discipline, up to and including termination.

1. Dishonesty or falsification of records.

2. Insubordination (refusal to carry out a reasonable order, insolence, talking back, arguing, verbal abuse or assault of a supervisor, co-worker, or member of the general public).
3. Theft or misappropriation.
4. Destruction or negligent use of City equipment or property.
5. Use of intoxicants, illegal drugs, or controlled substances while on duty or closely preceding duty to the extent that the effects on the user are apparent on the job (including abuse of prescription or other medications.)
6. Possession of intoxicants or illegal drugs while on duty or closely preceding duty.
7. Fighting or creating a disturbance among co-workers resulting in an adverse affect upon morale, production, or maintenance of proper order.
8. Disorderly or immoral conduct on City premises.
9. Conviction of a serious crime.
10. Unavailability for work because of incarceration.
11. Absence without authorized leave, or misrepresenting the purpose of an authorized leave.
12. Habitual tardiness.
13. Use of official position or authority for personal profit, sexual purpose, or political advantage.
14. Harassment including sexual harassment of co-workers, supervisors, subordinates, or citizens.
15. Engaging in discriminatory or abusive conduct with respect to employees and customers protected by equal opportunity laws.
16. Gambling on City property.
17. Disregard or repeated violation of safety rules and regulations.
18. Knowingly making false or malicious statements with the intent to harm or destroy the reputation, authority or official standing of individuals or organizations.
19. Acceptance of any gift, favor, or service in return for performing duties that might reasonably be viewed as tending to improperly influence an employee in the discharge of his official duties.
20. Violation of established department work rules.
21. Negligent work performance or failure to perform duties in accordance with department standards.
22. Participation in a work stoppage such as strikes or slow-downs.
23. Unauthorized use or abuse of City equipment or property.
24. Failure to report an accident and/or injury within 24 hours.
25. Using abusive, inappropriate or intemperate language.
26. Sleeping on duty.
27. Theft of time and/or improper modification of time worked records.
28. Failure to return to work the day following the expiration of an authorized leave of absence.
29. Removal of items from City or citizen's premise (whether it be junk, salvage, recyclable or new) without the prior consent of the employee's Department Head.
30. Failure to provide proper personal hygiene or causing unsanitary conditions for others; failure to clean assigned workplace at the end of the work shift.
31. Leaving or preparing to leave work without permission prior to the scheduled quitting time.
32. Entering and/or gaining access to unauthorized or restricted areas, property or records, or removing them from City premises; breaking and entering into City premises.
33. Possessing firearms or other weapons on City premise in unauthorized locations.

34. Acting in a manner of gross neglect, carelessness or negligence resulting in injury, property damage, or other dangerous conditions

K. SEPARATION FROM EMPLOYMENT

Purpose: To establish separation procedures regarding an employee's last day of work whenever an employee retires, resigns, or is terminated from employment with the City. These procedures apply to both civilian and sworn employees.

Policy: Separation procedures should be handled in a professional and dignified manner, regardless of whether the separation was voluntary or involuntary. Separated employees shall be required to return all ~~department~~ ~~department~~-issued equipment and sign a nondisclosure agreement (Addendum A) that they will not retain or divulge restricted or sensitive information concerning department activities and personnel.

Retirement / Resignation: A two-week written resignation notice is ~~requested~~ required of employees who choose to discontinue employment with the City of Glendale. The notice, stating the reason for termination, should be given to the immediate supervisor.

Employees retiring or resigning shall retain access to department equipment and resources through the duration of their workday. They will return their ~~department~~ ~~department~~-issued equipment by the end of their workday and ensure that all personal belongings are cleared from their work-spaces, mailbox, and locker.

Employees who ~~involuntarily resign~~ resign involuntarily to avoid potential departmental sanctions may be considered as ~~a~~ terminated employees for the purposes of this policy.

Termination: Upon notification of termination, the employee shall immediately surrender their ~~department~~ ~~department~~-issued equipment and clear all personal belongings from their workspaces, mailbox, and locker. The employee shall be escorted off the premises by their supervisor.

The supervisor shall also ensure that the employee signs and receives a copy of the nondisclosure agreement.

Should the employee receive termination notification prior to the end of their workday, the separation process will commence immediately. The City Administrator shall make the determination of whether or not the employee is paid through the remainder of their workday.

Exit Interviews: An exit interview with the Human Resources Department is required. An exit interview form is sent to each terminating employee. This form should be returned as it enables the City of Glendale to evaluate the environment in which employees work and indicates those areas where special attention is needed.

J. NOTICE OF AUDIO AND VIDEO RECORDING

This handbook and policy shall serve as notice that the City may electronically surveille, monitor and/or record through motion picture, videotape, audio recording, visual recording, digital recording, data recording or other similar means both the interior and exterior of the City Hall, as well as any and all of the City's technology resources, electronic computers and/or devices utilized by City employees for any reason, at any time, and without further advance notice.

K. CREDIT CARD USE @ SMALL PURCHASE POLICY

Purpose: To establish guidelines for the responsible use of city credit cards to facilitate authorized purchases while ensuring control and accountability.

Scope: This policy applies to all municipal employees and officials authorized to use city-issued credit cards.

Credit Cardholder Responsibilities:

1. Security & Safeguarding: Cardholders must always safeguard the physical card and its information.
2. Authorized Use: Only the authorized cardholder can use the issued card. A City of Glendale credit card or fuel card shall only be used for the purchase of goods or services for official City business as determined by the Employee Handbook, the City's Purchasing Policy, the adopted budget, other adopted City Policies, and my department's rules and regulations. Employees may be financially responsible for purchases not authorized by a City Policy, Document, or approved by the Department Head or by the City Administrator.
3. Documentation: For all transactions, cardholders must maintain and submit detailed itemized receipts and provide a business explanation for the purchase, detailing the goods or services purchased, the cost, and the date of purchase, within the same week the purchase is made.
4. Lost or Stolen Cards: If a credit card or fuel card is lost, stolen, or is suspected to be used fraudulently, notification must be made to the Department Head upon determining this.
5. Surrender of Card: Employees must surrender their cards upon ~~termination of employment~~ termination for cause or at the City's request.
6. Tax-Exempt Purchases: It is the employee's responsibility to notify vendors of tax-exempt status for applicable purchases to avoid sales taxes. Purchases shall be made using the City's tax exemption status. If unable to do this, justification for this variance must be provided and approved by the Department Head.
7. Fuel Cards: A fuel card can only be used for city vehicles. No city credit card or fuel card is allowed on personal vehicle fuel purchases. IRS mileage reimbursement rates and provide supporting documentation if a personal vehicle is used for an authorized City Purchase.
8. Common Vendors: The City maintains a list of common vendors for the purchase of items such as cleaning supplies, office supplies, food, beverages, building supplies, and grounds supplies. The purchase of items shall be made through the City's common vendors.

Small Purchases: While the City's Purchasing Policy requires authorizations and approval for single-

large purchases, the Policy does not cover the purchase of items in amounts smaller than \$2,500. Employees who make purchases in amounts not covered in the Purchasing Policy are expected to ensure these purchases are:

- a. Permitted in the budget and sufficient funding is allocated.
- b. Necessary for city operations.
- c. Would be approved by the Department Head.
- d. If the purchase requires approval as indicated in the Handbook, for items such as training, the Employee is required to obtain prior approval.

V. BENEFITS

A. HEALTH INSURANCE

The City shall provide group health insurance for single or family coverage to employees in qualified full-time and part-time positions on the first day of the next month following the employee's start date, in accordance with the Affordable Care Act.

The City shall pay up to 88 percent of the lowest qualified Milwaukee County health insurance provider in the Plan. In addition, employees in qualified part-time (1,200 hours or more) positions shall contribute toward the monthly premium equivalent to the percentage of their employment status.

In the event an employee chooses a non-Milwaukee County plan, the employee's share will be a minimum of 12 percent of the total cost of the plan.

Retiree Health Insurance for any employee hired on or before January 1, 2000. An employee hired on or before January 1, 2000, who retires from the City shall be eligible for health insurance coverage subject to the following:

- (1) The retiree must have completed at least twenty (20) years of creditable service with the City of Glendale under the Wisconsin Retirement Fund Program;
- (2) The retired employee will not be eligible for health insurance if they accept health insurance from another employer
- (3) The retired employee shall be eligible and accepts the Wisconsin Retirement Fund Pension;
- (4) For any employee, age fifty-five (55) to fifty-nine (59), age fifty (50) to fifty-two (52) for protectives, who retires within the age bracket subject to subsection (a) above, the city will pay fifty percent (50%) of the monthly health insurance premium of the lowest qualified HMO program. The employee must pay fifty percent (50%) of the monthly health insurance premium costs;
- (5) After reaching age fifty-nine (59), or age fifty-three (53) for protectives, the City will pay eighty-eight percent (88%) of the lowest qualified HMO program monthly premium at the time of the employee's retirement. The employee must pay the remainder. In the event current City employees are paying more for coverage, then the retiree shall pay the same amount as current City employees.
- (6) Any employee who retires with a duty-incurred disability and who qualifies for and accepts a disability pension under the Wisconsin Retirement Fund Program and who is under the age of fifty-five (55), age fifty (50) for protectives, and/or has less than twenty (20) years of creditable service with the City of Glendale, shall be eligible to remain in the City's health insurance program, provided he/she, on a monthly basis, pays the full premium. If the retiree acquires a job where health insurance is made available to him/her, the City plan will be terminated. If, at any time, the retiree ceases to participate in the health insurance program, he/she shall not be entitled to reinstatement.

- (7) Retirees over sixty-five (65) years of age and on Medicare shall be eligible to participate in a Medicare plus or extended health insurance program with the City's cost being eighty-eight percent (88%) of the lowest qualified Medicare extended plan. In the event current City employees are paying more for coverage, then the retiree shall pay the same amount as current City employees. A surviving spouse is responsible for the full cost of the insurance if continued coverage is elected.
- (8) Retirees are eligible to continue their participation in the City's dental insurance program at their cost.

Retiree Health Insurance for any employee hired after January 1, 2000. An employee hired after January 1, 2000, who retires from the City shall be eligible for health insurance coverage subject to the following:

- (1) The retiree must have completed at least twenty (20) years of creditable service with the City of Glendale under the Wisconsin Retirement Fund Program;
- (2) The retired employee will not be eligible for health insurance if they take another job providing health insurance;
- (3) The retired employee shall be eligible and accepts the Wisconsin Retirement Fund Pension;
- (4) For any qualifying employee, commencing no sooner than age fifty-five (55) who retires, the City will continue to pay the amount it was paying for the employee's health insurance at the time of the employee's retirement for five years from the date of the employee's retirement. The City's contribution will be frozen at the time of retirement and the employee will pay the difference.

Note: Police Supervisor positions will receive the retiree health insurance they would have received had they stayed in the Police Association.

Retiree Health Insurance for any employee hired after January 1, 2014. An employee hired after January 1, 2014, who retires from the City, is not eligible for any City contribution toward health insurance.

An employee who is hired after January 1, 2014, and who successfully completes their evaluation period shall be eligible for the following benefit in lieu of any post-employment health insurance benefits (this benefit payment also requires that the employee to remain on the City's health plan ceases at the date of their departure from the City or after the employee's legally mandated continuation coverage (i.e. COBRA) expires):

The City shall pay into the Health Reimbursement account (HRA) for the benefit of the employee, to be used for payment of retiree health insurance premiums, the following sums per regular pay period, paid in accordance with the first payroll effective January 1, 2025, in accordance with the employee's years of service:

General Employee

Year #2: \$50.00

Protective Services

Year #2: \$50.00

Year #3: \$75.00

Year #5 \$150.00 (and each successive year thereafter until retirement)

The employee must have completed (15) years of creditable service for protective service and (20) twenty years creditable service for general employees with the City under the Wisconsin retirement Fund to be eligible to draw on this account at the time of retirement. If the employee has less than 15 years of service for protective and 20 years of service for general employees, the account reverts back to the City in its entirety.

Any protective services employee who retires with a duty incurred disability under the Wisconsin Retirement Fund, shall be eligible to draw on this account, regardless of years of service.

Employees promoted out of a union position that already receive City paid HRA contributions will continue to earn contributions under their initial eligibility date.

B. OTHER INSURANCE

Dental Insurance: The City shall provide a Dental Insurance Plan for single or family coverage to employees in qualified full-time and part-time positions beginning on the first day of the next month after the employee's start date. Beginning January 1, 2014, the premium will be paid in full by the employee.

Life Insurance: Generally, beginning on the first day of the next month following six (6) months from the employee's start date, the City will provide each regular full-time employee with a term policy of regular life insurance equal to the employee's annual salary from the previous year as reported to WRS rounded to the next highest thousand. The premium will be paid in full by the City of Glendale.

Additional, Supplemental, and Dependent coverage for Life Insurance is available at the employee's expense.

Liability Insurance: The City shall carry liability insurance, which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees shall be covered for liability in accordance with the terms of the City's liability insurance policy.

Long Term Disability Insurance Program: The City shall provide group long term disability (LTD) insurance for salaried employees in qualified full-time positions on the first day of the next month following the employee's start date. The premium for salaried employees will be paid in full by the City.

Hourly employees have an option to participate in the LTD program. The city shall pay fifty percent (50%) of the cost of providing LTD insurance for hourly employees. The employees shall pay the remaining amount through payroll deduction.

Persons not enrolling during their first period of eligibility must meet future eligibility requirements for enrollment as provided by the Plan.

C. RETIREMENT

All persons employed in qualified regular positions shall be enrolled in the Wisconsin Retirement System (WRS), which serves as the City's pension program.

The City contributes the employer's share. The employee is responsible for the employee's required WRS contribution as required by State Statutes. Under no circumstances shall the City pay the employee's required WRS contribution.

The required employee contributions are handled through payroll deduction on a pre-tax basis.

In addition to retirement pension benefits, any employees who become disabled may be eligible for permanent disability retirement benefits.

D. DEFERRED COMPENSATION

Employees in full-time positions are eligible to participate in the City's Deferred Compensation Programs. Under this program, an employee may designate a portion of their income to be deposited into a special investment account for use in retirement years. The program offers certain tax advantages to participants. Please see the plan documents for additional information.

The City does not make contributions to the program.

E. TRAINING, TRAVEL AND REIMBURSEMENT

Training: The City recognizes that attendance at and participation in seminars or conferences is a valuable tool for updating an employee's job knowledge, skills, and abilities.

The following types of trainings are offered for City employees dependent upon the operating budgets of area operating area.

1. Recruit Training: Legally mandated training programs which must be completed during the probationary period following original appointment as a prerequisite to continued employment.
2. In-Service Training: Training conducted during working hours on an individual or group basis to improve skill performance, introduce new techniques, and/or keep abreast of developments in the employee's field.
3. Specialized Training/Mandatory Continuing Education: Attendance of conferences, workshops, seminars, and similar programs involving professional training which directly relates to an individual's employment or is required for the employee to maintain required licenses and certifications.

4. Academic Instruction: Completion by correspondence or classroom attendance of course-work provided by accredited educational institutions where such instruction will benefit the municipal service.

Training shall be recommended by the Department Head and approved by the City Administrator prior to registration. No reimbursement or payment for training expenses shall be made without such approval.

Training Seminars: Purpose: All employees are encouraged to attend training seminars or short courses, to enhance the employee's knowledge, skill, and ability in performing his/her job responsibilities.

Eligibility: All full-time employees who have completed a minimum of six (6) months of employment with the City, and who are in good standing, are eligible to attend training seminars as determined by the City Administrator or his/her designee.

Administration: Each fiscal year, the Commonity Council shall determine the amount of money to be allocated for employee training seminars. Payment for training seminars is subject to the availability of budgeted funds and the approval of the employee's respective Department Head and the City Administrator.

Payment: The City shall pay for training seminars or short courses in the following manner:

1. One hundred percent (100%) registration fee.
2. Single accommodation (if overnight stay is applicable).
3. Coach fare for plane, train, bus transportation, or automobile mileage reimbursement at the rate established by the City (whichever is applicable). The use of a personal vehicle for City travel shall be reimbursed by the established IRS mileage reimbursement rate.
4. Per diem payment of ~~\$7550~~.00 for meals and other miscellaneous expenses (if overnight stay is applicable).
5. The City will only pay for employee expenses.
6. Attendance at training seminars shall be during City work hours and shall be on work time. Therefore, the employee shall receive his applicable rate of pay when attending a training seminar.
7. All training seminars, or short courses, requiring an overnight stay need to be approved in advance by the City Administrator.
8. Costs incurred by a spouse or other person accompanying an employee, costs for the purchase of alcoholic beverages, rental cars, late checkout charges, parking and other traffic fines, or costs for any other expense not otherwise provided in this section shall not be reimbursed.
9. If funds are not approved in the budget, the Common Council shall determine approval of all these expenses.

F.

PROFESSIONAL MEMBERSHIPS

Purpose: Representatives from each department within the City are encouraged to affiliate with professional organizations or societies for which they qualify by education or training, provided that such affiliation produces observable benefits for the City and ~~their~~its respective Department. These professional memberships are separate and distinct from City or departmental memberships.

Eligibility: Certain positions within the City shall be eligible to join professional organizations or societies to act as representatives for their respective departments. These positions reflect those ~~which~~that propose and recommend programs and policies to the City Council or City Administrator, or those who must approve recommendations for their departments prior to their submittal. Other supervisory positions shall be eligible if designated by the City Administrator.

The following positions shall be the representatives who are eligible for professional memberships:

- City Administrator
- Director of Community Development
- Finance Director
- Planner
- Accountant or Accounting Clerk
- Clerk
- Treasurer
- Deputy City Administrator
- Human Resource Director
- Chief of Police
- Captain
- Lieutenant
- Sergeant
- Director of Public Works
- Superintendent of Public Works

Administration: Each fiscal year, the Common Council shall determine the amount of money to be allocated for professional memberships. Professional memberships are subject to the availability of budgeted funds and the approval of the City Administrator.

Eligible employees interested in joining a professional organization should submit information regarding the professional organization and the cost of membership to the City Administrator during the annual budget process.

Payment: Both the City and the employee receive benefits from the employee's affiliation with professional memberships. However, the City shall pre-pay or reimburse one hundred percent (100%) of the membership cost.

G.

CONFERENCE ATTENDANCE

Purpose: Employees who are eligible for professional memberships may also be eligible to attend the conferences associated with those memberships. These conferences shall be in addition to those conferences that may be a result of City-wide or Departmental memberships.

Eligibility: All employees who are eligible for professional memberships may be eligible to attend the conferences associated with them. The City shall pay for one conference per year as authorized by the City Administrator. Permission may be granted by the City Administrator if there is sufficient benefit to both the employee and the City.

Administration: Each fiscal year, the City Council shall determine the amount of money to be allocated for professional conferences. Payment for conferences is subject to the availability of budgeted funds and the approval of the City Administrator.

Employees interested in attending a professional conference should submit information regarding the conference and the cost of the conference to the City Administrator during the annual budget process. The City Administrator shall approve or deny the request for the attendance of professional conferences.

Attendance is conditional upon the following, to be determined by the City Administrator:

9. Sufficient budgeted funds are available within the current fiscal year.
10. The conference is affiliated with one of the employee's professional memberships.
11. Employee workloads permit their temporary absence from duties.
12. Training and education can be obtained at the conference, that-which is required as part of mandatory continuing education related to a license or certification, and similar training cannot be obtained at other locations.

Payment: The City shall pay for a professional conference in the following manner:

1. One hundred percent (100%) registration fee.
2. Single accommodations (if overnight stay is applicable).
3. Coach fare for plane, train, bus transportation, or automobile mileage reimbursement at ~~1-~~ the rate established by the City (whichever is applicable). The use of a personal vehicle for City travel shall be reimbursed by the established IRS mileage reimbursement rate.
4. Per Diem payment of \$50.00 for meals and other miscellaneous expenses.
5. The City will only pay for employee expenses.

Attendance at professional conferences shall be during City work hours and shall be on City time. Therefore, the employee shall receive the normal rate of pay when attending a professional conference.

H. EDUCATIONAL ASSISTANCE

Purpose: Continued training and development of job related/professional skills is important to the City and its employees.

Policy: If an employee is interested in enhancing ~~job-job~~ related skills or education, the employee must first seek the approval of the City Administrator prior to enrolling in the course program. This benefit is contingent upon financial resources, contracts, and satisfactory completion of the attended course or training.

Payment and Approval: The City Administrator shall approve or deny all tuition assistance applications on the following basis:

1. Sufficient budgeted funds are available within the current fiscal year.
2. The course is related clearly and directly to an employee's current job classification.
3. The number of courses an employee may enroll in during a given semester or quarter shall be reviewed during the approval process and shall not interfere with the employee's ability to perform all job duties and responsibilities.

To have the City pre-pay for a course(s), the employee must submit copies of invoices for tuition, fees, and books to the City prior to beginning course work. To be reimbursed for a course(s), the employee must submit all receipts for tuition, fees, and books no later than 30 days after beginning course work.

The employee must complete the course work and achieve a grade "C" or better and submit an official grade report. If the course is Pass/Fail, the employee must "Pass" the course. If the employee fails to meet this requirement, the tuition assistance paid to the employee shall represent a monetary debt owed and due to the City by the employee. Said debt shall be repaid by the employee or by monetary equivalent deducted from the employee's earnings.

Repayment at Separation: If an employee voluntarily leaves the employment of the City within three (3) years of receiving tuition assistance, the employee will be obligated to repay tuition reimbursements to the City in accordance with the following schedule:

From Payment Date, If you Leave Within	Your Repayment to the City Will Be
Less than 1 year	100%
From 1 to 2 years	50%
From 2 to 3 years	25%
3 years or more	No Repayment

I. EMPLOYEE ASSISTANCE PROGRAM

The City will provide an Employee Assistance Program.

The City of Glendale recognizes that a wide range of problems, although sometimes not directly associated with one's job responsibilities, can have an adverse effect on an employee's job performance, and that such problems may be a result of stress experienced in the course of employment. In most instances, employees overcome such personal problems independently and the effect on job performance is negligible.

(See Addendum B)

J. CAFETERIA PLAN/FLEXIBLE SPENDING ACCOUNT

Beginning on the first day of the next month following thirty (30) days from the employee's start date, the City will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account (FSA) under applicable sections of the Internal Revenue Code to permit employees to authorize deductions from their salary and contribute to an FSA to cover the following expenses:

- A. Payment of insurance premium amounts;
- B. Permitted medical expenses not covered by the insurance plan subject to the limitations set forth in the Internal Revenue Service Code.
- C. Dependent care costs are subject to the limitations set forth in the Internal Revenue Service Code.

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules, and regulations of the plan's administering agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections.

Newly hired employees and employees who terminate during the year will be given a pro-rated FSA amount based on the number of months of employment during the calendar year. Being on the payroll for fifteen (15) or more days of the month will constitute a month for this purpose. Excess FSA payments for a terminated employee may be recovered by deducting them from that employee's final paycheck.

K. UNIFORM ALLOWANCE

Public Works

Each employee who is required by the City to wear a uniform and each employee in the Department of Public Works shall be entitled to receive an annual clothing allowance of Three Hundred and Fifty Dollars (\$350.00). Payment, not to exceed said sums, shall be made to an employee upon presentation of a receipt for the purchase of clothing. Upon submission of receipts, the employee shall be reimbursed within fifteen (15) working days.

The City shall pay the cost of one (1) pair of prescription safety glasses and the cost of one (1) eye

examination for each employee once every two (2) years and such total costs shall not exceed Seventy-Five Dollars (\$75.00). They shall also pay the cost of replacement or repairs if damaged or broken ~~during the course of~~during employment.

Police Department

The annual uniform allowance for Supervisors shall be seven hundred (\$700.00) per year. The annual uniform allowance for Desk Clerk shall be three hundred and fifty dollars (\$350.00) per year. The employee's annual allowance will be paid out in two separate increments on January 1st and July 1st of each year.

CELL PHONE POLICY

The purpose of this policy is to provide a set of guidelines governing the use of cellular telephones / Smartphones for both City business and personal use. Additionally, the policy details reimbursement by the City for business use of an employee's personal device.

The City recognizes that certain employees need to carry mobile devices to perform the essential tasks of their position. The City recognizes that certain law enforcement employees should be provided with a mobile device, if approved by the Chief of Police.

All other employees shall be reimbursed for use of their personal mobile device in accordance with this section. If an employee does not wish to use their personal mobile device for work-related tasks, the City Administrator may issue that employee a City-owned mobile device.

The City Administrator reserves the right, at any time, to cease the payment of a mobile device for any employee, at any time. In determining which employees will be approved for a mobile device, the following criteria will be considered:

1. Employee's position
2. Whether the employee is out in the field as part of their regular duties
3. Whether the employee regularly works in an "on call" capacity
4. Whether the employee has a responsibility for key City operations and is required to respond to emergency incidents
5. Whether the employee is away from their desk or office (while working) for considerable periods of time, ~~and~~ the resulting lack of communication impacts their ability to perform their work.
6. Whether the employee needs mobile communication for personal safety.
7. Whether it is important to contact the employee while the employee is out of the office.

If a Department Head wishes to request approval for a mobile device for an employee, the request and justification should be made in writing describing the items listed in this section.

1. On a monthly basis, the City reserves the right to review each department's City-provided cell phone usage to confirm appropriate use. The City also reserves the rights to periodically review usage to verify compliance.
2. On an annual basis, Department Heads shall conduct a review of the individual cell phone and Smartphone assignments to determine if there is a continuing need, and if the cost is justified.

The City reimbursement schedule is the following*:

1. \$50 High usage
2. \$25 Moderate usage

High User- defined as an employee who must be reachable immediately, contacted outside of normal business hours, and travels frequently for position.

Moderate/Occasional User- defined as an employee who is contacted intermittently and occasionally outside of work.

Employees are expected to use a mobile device responsibly and in accordance with this policy and any applicable work rules. Use of a City cell phone in violation of the City's policies and work rules, including, but not limited to excessive personal use beyond the de minimis use standard, may result in revocation of the mobile device and disciplinary action against the employee, up to and including termination.

Receiving a monthly reimbursement means data on the employee's personal mobile device may become available to the public under certain circumstances. The City is required to comply with the Wisconsin Public Records Law, including electronic media. All messages / data that are transferred from a City server to a personal telephone device will be subject to the public record law obligations of the City. Such messages and data shall be archived by the City on its own internal servers. Text messages sent and / or received and phone logs pertaining to City business will be retrieved from the employee's personal service provider if required for compliance with the public records law.

Employees who use their personal device for City business agree to cooperate with and assist the City in obtaining records from the employee's service provider if required for purposes of public records, an investigation or as a result of litigation. For purposes of open records requests, purely personal calls, emails, and texts evince no violation of law or policy will be redacted and not released under open records law. Employees have no expectation of privacy or confidentiality in electronic communication related to official City business sent, received, or accessed on BYOD devices for which a reimbursement is paid under this policy. Furthermore, by accepting a BYOD reimbursement, the employee consents to a review of their BYOD device in relation to City business or employee discipline. Failure to cooperate with a reasonable City request to review the BYOD device could result in discipline action, including revocation of BYOD privileges, and discipline, up to and including ~~termination of employment~~termination for cause.

Employees approved to carry a mobile device for City business or receive a BYOD reimbursement are expected to make a reasonable effort to respond in a timely manner to City business. This includes the response to urgent matters outside of normal business hours. Consistent failure to respond in a timely manner to business calls or emails may result in revocation of cell phone use privileges under this policy and further discipline.

Electronic communication made on City issued mobile devices or made on BYOD mobile devices involving government policy or business is subject to state record retention requirements and may be subject to the Wisconsin Public Records Law. The content of employee electronic communication may be subject to disclosure in litigation, audits, and other purposes. Users are authorized limited incidental use of the City's issued cell phones for personal purposes, but employees have no expectation of privacy or confidentiality in such use. Personal devices of employees receiving the reimbursement under the BYOD policy are subject to the same legal requirement under the Wisconsin Public Records Law in communications related to City business. Communications of purely personal nature are exempt.

VI. TIME AT WORK & TIME AWAY FROM WORK

A. WORK SCHEDULES & HOURS OF WORK

The scheduled hours for each full-time position shall generally be forty (40) hours per week in accordance with department policy. Part-time employees shall work a normal schedule of hours averaging less than those established for full-time positions within the department.

Temporary variations in daily or weekly work schedules may be authorized by the Director in response to department needs. The Director, at their direction, may authorize temporary variations in work schedules for subordinate employees to accommodate employee needs or to eliminate or reduce overtime. Any such variations shall be in accordance with the Fair Labor Standards Act. Where applicable, salaried employees, administrative and professional positions may be allowed to work a flexible schedule of hours to accommodate fluctuations in their work loads.

The accrual and use of compensatory time and flextime is approved at the discretion of the City Administrator or his designee.

Lunch Periods: A non-paid, one-half hour lunch period shall normally be provided midway through an employee's shift.

City Hall Staffing: During regular office hours, a minimum staffing level for City Hall will consist of 2 staff members. To best assist the general public, all City Hall staff must be able to assist with general Clerk, Treasurer, Utility, and Administration questions.

B. OVERTIME

Overtime is defined as time compensated for in excess of an 8-hour workday. All overtime shall be approved in advance by the employee's immediate supervisor. It is the responsibility of the Director and first-first-line supervisors to assign overtime work only when emergencies or other compelling additional work cannot be accommodated through the reassignment of work priorities. Eligibility for overtime compensation shall be determined by individual department policy and in accordance with the Fair Labor Standards Act. Generally, salaried persons in executive, administrative, or professional positions shall be ineligible for any form of additional monetary compensation for overtime hours worked but may be allowed to vary their work schedules in accordance with the Work Schedules section above. Exceptions to this general rule may be made by the Common Council.

Non-exempt Employees: Hourly employees shall be eligible for overtime pay at the rate of time and one-half their regular rate of pay for all hours compensated in excess of an 8-hour workday.

Hours compensated will include all types of paid leave.

On Call. Any Public Works employee that accepts a request to remain "on call" outside his/her regular hours for possible work that evening, shall receive fourteen (14) hours of pay for each week of the inconvenience. (CC 8-22-16)

An hourly employee who is called out to return to work outside of their scheduled shift will be compensated for a minimum of two hours of work. When an employee is called in to work for emergency overtime, the employee shall receive an additional twenty (20) minutes of pay as compensation for travel time.

Holidays. Hourly employees required to work a holiday shall be compensated at double time.

C. PAYROLL

City of Glendale employees are paid twice monthly, with the pay day being on the 10th and 25th of the month. If a pay day falls on a weekend or holiday observed by the City of Glendale, payroll checks will be distributed on the preceding day of work.

Direct Deposit is required for all City employees at a financial institution of the employee's choice.

Final payment of wages to discharged or resigned employees will be made in full no later than the next scheduled pay period.

D. HOLIDAYS

The following holidays are observed by the City of Glendale. These will be paid holidays for all full-time regular employees:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
<u>Juneteenth</u>	

Each regular full-time employee shall receive one (1) floating holiday per calendar year. The floating holiday will be scheduled by mutual consent of the employee and the supervisor. Employees hired on or after July 1 of a calendar year are not eligible for the floating holiday. In the event any employee terminates employment without having taken the floating holiday during a calendar year, such floating holiday shall be canceled and may not be reinstated or paid for. An employee will not be allowed to use a floating holiday after having given notice of termination.

Because the City operations always require attention, it is not possible for every employee to observe the legal holiday on the days noted above. Should it be necessary for an employee to work on a holiday, the employee will receive a day off with pay on a date mutually agreed upon between the supervisor and the employee.

If the holiday falls on a Sunday, the subsequent workday shall be observed as the holiday. If the holiday falls on a Saturday, the preceding scheduled workday shall be observed as the holiday.

Each employee shall qualify for the above, if that employee has reported for work on the last scheduled workday before, and the first scheduled workday after the holiday. This provision is waived if the employee is on vacation.

E. FLEXIBILITY IN THE WORKPLACE

The City supports flexible work arrangements and allows departments to implement these arrangements, where appropriate, for eligible employees. The City recognizes changes in the workforce trends and the needs to improve the efficiency of its operations, better address work, personal and family demands, and retain valuable employees. This policy outlines the City's commitment to providing flexible work arrangements to enhance employees' work-work-life balance.

Flexible work arrangements offered at the City include:

- Remote Work
- Flextime
- Compressed Workweek

Policy Overview

Alternate Work Arrangements Definitions

Remote Work: Employees working at an alternative location (most commonly from home) rather than physically traveling back and forth to a designated site.

Flextime: A standard 40-hour workweek (for full-time employees) is complete but there is flexibility in establishing daily start and end times. Days of the workweek may have varying start and end time, but the pattern should recur predictable over each workweek.

Compressed Work Week: Employees work 40 hours in less than five (5) full workdays. The most common type of compressed workweeks are working four (4) 10 hour days or four (4) 9-9-hour days and one (1) 4-4-hour days within a week.

- The City operates a compressed work week from Memorial Day to Labor Day, with the City Hall building closing at Noon on Fridays to the public.
- From Labor Day to Memorial Day, the City Hall staff is permitted to operate on a compressed work week, maintaining the regular 8:00am – 4:30pm City Hall hours, provided staff is available to offer in person services to the public, when necessary, such as voter services, property tax payment collection, and other necessary services through-outthroughout the calendar year.
- Department of Public Works maintenance staff is permitted to operate on a year- round

compressed work scheduled, which permits closing of the Public Works yard for public access no earlier than 10:30am on Fridays during a compressed work week, and in compliance with all compressed work week compliance requirements.

Eligibility

A flexible work arrangement is a department option, and certain positions, by their nature, are not suited for flexible work arrangements. Participation is not appropriate for all employees, and no employee is entitled to or guaranteed the opportunity to have a flexible work arrangement.

An employee's classification, compensation, and benefits will not change if approved for a flexible work arrangement.

Approval

All flexible work arrangements must be approved by the City Administrator. Department Heads are responsible for ensuring flexible work arrangements, approved by the City Administrator, do not disrupt City operations and level of service(s) provided and that employees are productive and responsive while working. Prior to approval of a flexible work arrangement, supervisors, and Department Heads will take into consideration several factors, including but not limited to, customer service requirements, equipment availability, employee performance, level of supervision needed, safety and liability concerns, etc.

To be approved for a Remote Work arrangement, employees must read the outlined Remote Work conditions below. All desired Flexible Work Arrangements must be presented to and approved by the employee's immediate supervisor in advance.

Remote Work Guidelines

Expectations and Responsibilities of Employees

The employee is responsible for maintaining a safe and ergonomic environment during the remote work arrangement.

Employees may be called to work at their regular workplace on the regular remote day to meet workload requirements. The supervisor should provide as much advanced notice as possible. Time spent in normal commuting or ordinary travel from the employee's home to the workplace when no work has been performed at multiple locations shall not be considered as hours worked.

The duties, obligations and responsibilities of an employee who works remotely are the same as employees at the centrally located workplace. Employees who work remotely are expected to be working at their home, or other designated location, during their flexible work arrangement.

Employees are responsible for maintaining availability, responsiveness and levels of productivity and quality of work at the expected standard while remotely working. Inadequate availability, reduced work production, and/or poor or reduced work quality may be cause for modifications or end to remote arrangement.

Employees are responsible for providing a stable and sufficient internet connection to be able to complete their work efficiently. Employees are expected to perform due diligence to protect the security of City's data and information and confidentiality while working from home or at an off-site location. Employees should continue to abide by the City's Computer, Internet and Email Use policies.

Equipment and Supplies

Computer and telephone equipment may be provided on a case-by-case basis to employees, but the City, based on availability. Remote access to the City's network may be provided to the employee at the discretion of the IT staff based on recommendations of the employee's supervisor and Department Head. If the City's remote access system included Internet access or other services, the employee may only use this access or service in a manner consistent with City policies (see the City's Computer, Email, and Internet Use policies for more information.)

The City will provide routine maintenance and repairs for City equipment only. The City will not provide maintenance or repairs for ~~employee-employee~~-owned equipment.

The City will not pay for or reimburse the employee for any communication charges, including internet access or service, cell phone charges, etc. aside from what is outlined in the cell phone reimbursement policy.

Necessary office supplies should be obtained through the normal procurement process. Office furniture will not be provided to employees who telework.

Employees who telework are subject to the same City policies regarding the use of City provided equipment, supplies and services as that of employees at the centrally located workplace.

Liability

Workers' compensation coverage is limited to designated work areas in employee's homes or alternate work locations. Employees agree to practice the same safety protocols they would use in the worksite and to maintain safe conditions in their alternate work locations. In the event of a job-related incident, accident, or injury during telework hours, the employee shall report the incident to their supervisors as soon as possible and follow normal procedures for reporting.

Worker's compensation will not apply to non-job-related injuries that occur while teleworking. The employee also remains responsible for injuries to third parties and / or members of the employee's family on the employee's premises.

Compressed Schedule

- a. The City Administrator may approve Compressed Schedules for City Hall and Public Works employees, provided that all employees work a minimum of forty (40) hours during compressed schedules (excluding leave).
- b. During compressed schedules, employees are not eligible for overtime for time worked in excess of eight (8) hours in a day if the excess of eight (8) hours is the

result of the compressed schedule.

- c. The City Administrator may approve a compressed schedule for City Hall employees that could result in the City Hall being closed at noon on Fridays from Memorial Day to Labor Day, annually.

F. VACATION:

1. VACATION. Vacation is an employee benefit granted to full-time employees based on the employee's length of service.
2. ELIGIBILITY.
 - a. Regular full-time and eligible part-time employees, hired after the approval date of this benefit program.
 - b. All regular full-time or eligible part-time employees hired prior to the approval of this benefit must convert to Vacation as of January 1, 2025, in lieu of the PTO benefit program.
 - c. In case of termination (health, layoff, or misconduct), payment for earned unused vacation will be made via a final paycheck.

VACATION SCHEDULE.

Table 5.1:

Chart calculated based on an employee's 8-hour day.

Years of Service	Semi-Monthly Hours	Annual Hours	Annual Days	Maximum Accrual Hours Limit
< 1 year	4.0	96	12	-
1-5 years	6.0	144	18	184
6-14 years	7.67	184	23	224
15-20 years	9.33	224	28	248
> 20 years	11.0	264	33	288

* For illustrative purposes only.

Table 5.2:

Chart calculated based on an employee's 8.5-hour day.

Years of Service	Semi-Monthly Hours	Annual Hours	Annual Days	Maximum Accrual Hours Limit
< 1 year	4.25	102	12	-

1-5 years	6.38	153	18	195.5
6-14 years	8.15	195.5	23	238
15-20 years	9.92	238	28	263.5
> 20 years	11.69	280.5	33	306

Employees (hired prior to January 1, 2025) are eligible to convert all accumulated and accrued PTO leave hours into the vacation program.

At the sole discretion of the City Administrator, newly hired employees may be granted vacation at a higher accrual rate than the normal schedule for such employees based on past municipal or related experience.

USE DURING EVALUATION PERIOD. New employees start accruing vacation at time of hire during their evaluation period, providing however, any employee who leaves employment for any reason during their first year of employment shall have any vacation days used deducted from the employee's last paycheck.

4. REQUESTS FOR AND USAGE OF VACATION.

- a. Vacation is a benefit to be used by regular full-time and eligible part-time employee. However, the scheduling of time off is dependent upon the judgment and discretion of the employee's Department Head or his/her designee.
- b. Employee's shall request Vacation with at least three (3) days' advanced notice. Vacation may be denied by the Department Head or designee if proper advanced notice is not provided. Vacation may be granted if three days advanced notice is not provided if the employee's absence does not negatively affect departmental workload, project completion, and sufficient staffing levels exists except for leaves covered by FMLA.
- c. Vacation can be taken in ~~half-half~~-day increments as deemed necessary and desirable by the employee with the approval of the Department Head or designee. Vacation shall be paid at the employee's regular rate of pay.
- d. An employee will continue to accrue Vacation during a leave of absence if the leave is with pay.
- e. If an employee's Vacation days have been exhausted, additional time off, if granted and as allowed by FMLA, will be unpaid. Negative balances are not permitted. Any employee who has exhausted Vacation and is not eligible for FMLA may be subject to disciplinary action up to and including termination for any further absences.
- f. An employee in an unpaid leave status shall not accrue Vacation.

5. REIMBURSEMENT OF ACCUMULATED VACATION LEAVE.

- a. Upon retirement or resignation, employees who have worked at least six (6) months shall be paid for all accrued but unused Vacation.
- b. Employees may not utilize planned Vacation to extend an employee's last date of

employment, nor may it apply towards the notice period which is intended as a working notice period.

- c. Employees who resign without a minimum of two (2) weeks' advanced notice shall forfeit their accrued Vacation leave.
- d. Employees who retire in 2025 shall be granted all vacation leave on January 1, like all other employees. If an employee retires in 2025, vacation leave shall be prorated for pay periods worked. If an employee uses more vacation than granted on a pro rata basis, the value of the vacation uses shall be deducted from their final paycheck.

6. SICK LEAVE

- a. All employees eligible for Vacation are also eligible for Sick Leave in accordance with the Employee Handbook.
- b. Employees shall earn 32 hours of Sick Leave annually on January 1st.
- c. Employees shall be granted Sick Leave, upon being hired as an eligible employee, on a pro rata basis, determined by the City Administrator.
- d. Sick Leave is provided as paid time off at the employee's regular rate of pay. Paid Sick Leave may be used for the employee's own illness, injury, medical appointments, or to care for a sick eligible family member.
- e. Employees with a previously established Medical Leave Bank shall maintain their balances and this leave shall be used in accordance with the version of the Employee Handbook when the Medical Leave Bank was created by the City.
- f. All unused Sick Leave is accumulated by the employee, with no maximum accumulation limits. Employees are not required to use Sick Leave in any year.

USES.

- a. Sick Leave may be used in quarter hour increments. It must be used for legitimate illness, injury, or medical appointments. Sick Leave may also be used for purposes covered under applicable FMLA (Family Medical Leave Act.)
- b. In the event the Sick Leave is exhausted for qualifying events, employee shall use Vacation or their Frozen Sick Leave Bank. Time off without pay is not allowed, except for absences covered by FMLA. Negative leave balances are not permitted.
- c. Employees who have a covered event that will require the employee to be absent for longer than three (3) working days, are required to contact their Department Head or designee.
- d. Sick Leave may be accessed for an employee's non-intermittent FMLA after the appropriate certifications have been received and approved by the City Administrator's Office.
- e. Using the Sick Leave for intermittent leave may be allowed upon approval by the City Administrator's Office under certain circumstances such as prolonged therapies necessitating multiple appointments, travel requirements or

symptomatic absences due to treatments.

- f. Sick Leave may be used for the three (3) day waiting period to cover time loss in the event of a Worker's Compensation time loss.
- g. The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of medical leave may result in loss of pay for the duration of the absence and may be considered grounds for disciplinary action.
- h. The Employer may require the employee to provide a certificate of recovery before the employee returns to work from a registered physician as named either by the employee or the Employer.
- i. Employees who are ill should not report to work. Employees who report to work appearing to be ill and in danger of harming themselves or others may be sent home. Sick leave time will be deducted to account for this time off.
- j. Employees may deduct hours from their Vacation or Frozen Sick Leave balance and transfer the hours to Sick Leave.
- k. In the event, an employee utilizes all his/her Sick Leave hours, another employee may donate up to sixteen (16) hours of accrued Sick Leave per year to the employee.

8. EMPLOYEES HIRED PRIOR TO JANUARY 1, 2022 – FROZEN SICK LEAVE BANK

Employees hired prior to January 1, 2022, will have their balance of sick leave hours as of December 31, 2021, placed in a Frozen Sick HRA Bank. The hours may be transferred from this bank to Sick Leave at the employee's request.

Unused Frozen Sick hours up to 102 days, may be paid out for these employees who have worked at least 20 years in the City of Glendale. The hours will be paid to an HRA account at the time of retirement.

Employees promoted out of a union position to ~~the a~~ non-represented position will fall under the above criteria as of their promotion date.

Hours taken out of the Frozen Sick HRA Bank for the Sick Leave cannot be transferred back to the Frozen Sick HRA Bank.

9. SICK LEAVE PAYOUT

Employees are eligible for unused, accumulated sick leave payout as follows at retirement with at least 20 years of service:

Accumulated sick leave, to a maximum of half of their accumulated sick leave up to 408 hours, paid out to a health reimbursement account (HRA) in the employee's name to offset post-retirement health expenses.

FAMILY MEDICAL LEAVE

The Federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA) provide employees with the right to take unpaid leave when employees need time off from work to care for themselves or a family member who is seriously ill, to care for a newborn or newly adopted child or to attend to the affairs of a family member who is called to active duty in the military. Questions regarding these laws, and the City's FMLA/WFMLA policy, should be directed to the City's Human Resources Department.

Eligibility

- (1) WFMLA:
 1. Employee must have worked for the City for more than 52 consecutive weeks.
 2. Employee must have worked for the City for at least 1,000 hours during the 52-week period preceding beginning of the leave.
- (2) FMLA:
 1. Employee must have worked for the City for at least 12 months.
 2. Employee must have worked for the City for at least 1,250 hours of service during the 12-month period preceding the beginning of the leave.

Leave Entitlement

Leave under the WFMLA and FMLA will run concurrently under circumstances where an employee's use of leave qualifies under both laws. Leave under the FMLA/WFMA may be taken intermittently or on a reduced leave schedule when medically necessary.

1. WFMLA:

Employees are allowed up to ten workweeks of unpaid leave in a calendar year as follows:

 - a. Up to six weeks of unpaid leave for the birth or adoption of a child.
 - b. Up to two weeks of unpaid leave for the care of a child, spouse, domestic partner or parent with a serious health condition.
 - c. Up to two weeks of unpaid leave for the employee's own serious health condition that makes the employee unable to perform his or her duties.
2. FMLA:

Employees are allowed up to 12 workweeks of unpaid leave in a calendar year for any combination of the following:

 - a. Birth, adoption or foster care placement of the employee's child.
 - b. To care for the employee's spouse, child or parent who has a serious health condition.
 - c. For the employee's own serious health condition.
 - d. Due to any qualifying exigency arising as a result of the employee's spouse, son, daughter or parent serving on active military duty in a foreign country. The U.S. Department of Labor defines eight circumstances that constitute a "qualifying exigency":
 - i. Short-notice deployment (7 days notice or less)

- ii. Attend military events/ceremonies and related activities related to active duty or call to active duty
 - iii. Childcare and school activities
 - iv. Financial and legal arrangements
 - v. Counseling
 - vi. Spend time with a military member who is on temporary rest and recuperation leave
 - vii. Post-deployment activities
 - viii. Additional activities not encompassed in the other categories, but agreed to by the employer and employee
3. Employees are allowed up to 26 workweeks of unpaid leave in a single 12-month period to care for their parent, spouse, child or next of kin who, is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a veteran, and who has a serious injury or illness incurred or aggravated in the line of duty within the last five years that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list.
4. Serious Health Condition: Under the FMLA/WFMLA, a “serious health condition” is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Notification of Leave

- (1) Employees requesting FMLA/WFMLA leave should notify the City’s Human Resources Department by submitting a leave request form.
- (2) In the event of foreseeable FMLA/WFMLA leave, the employee must notify the City at least 30 calendar days before the date on which leave is to begin, or as soon as practicable. In the event of unforeseeable leave, notice must be provided to the City as soon as practicable after the commencement of leave.
- (3) Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City’s operations.
- (4) Failure to comply with the notification requirements under this policy may result in the delay or denial of FMLA/WFMLA leave, in which case an employee’s absences may be subject to the City’s regular attendance policy.

Substitution of Paid Leave During FMLA and/or WFMLA Leave

- (1) Under WFMLA, employees may elect to substitute any type of City-provided paid leave (vacation, sick leave, etc.) during WFMLA leave.

- (2) Under FMLA, an employee may be eligible to substitute, or the City may require that the employee substitute, some forms of City-provided paid leave during FMLA leave.
- (3) Under circumstances where an employee is receiving workers compensation, workers compensation will run concurrently with any FMLA/WFMLA leave.

Certification

- (1) An employee taking leave involving the serious health condition of the employee or the employee's family member, or the serious injury or illness of a covered service member, will be required to provide medical certification completed by a health care provider within 15 days of the City's request for certification. The City may require second or third medical opinions, and/or recertification from employees taking FMLA/WFMLA leave, as it deems necessary, and as permitted by law.
- (2) An employee taking leave due to a qualifying exigency arising as a result of the employee's spouse, son, daughter or parent serving on active military duty in a foreign country may be required to provide documentation verifying the need for such leave. In such instances, the employee is required to provide the requested documentation within 15 days of the City's request for the documentation.
- (3) Employees returning to work after the completion of FMLA/WFMLA leave for their own serious health condition may be required to submit a fitness-for-duty certification verifying their ability to perform the essential functions of their position.
- (4) The City may require additional certifications from those employees taking FMLA/WFMLA leave as it deems necessary, and as permitted by law.
- (5) The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, the City requires that employees not provide any genetic information when responding to requests for medical information associated with FMLA leave. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.
- (6) Failure to comply with the certification requirements under this policy may result in the delay or denial of FMLA/WFMLA leave, in which case an employee's absences may be subject to the City's regular attendance policy.

Continuation of benefits

- (1) During any period of FMLA/WFMLA leave, an employee will be retained in the employee's elected group benefit plans on the same basis as if the employee had been continuously employed during the employee's leave period. To continue group coverage, the employee must continue to make any contributions that the employee made to the plan before taking leave. In some instances, the City may recover the cost of the employer's contributions towards the employee's group coverage made during the FMLA/WFMLA leave period if the employee fails to return to work upon the conclusion of the employee's leave.

Return to work

- (1) Generally, an employee taking leave under the FMLA/WFMLA will be restored to the job position the employee held prior to taking leave, or to a position with equivalent pay, benefits and other terms of employment.
- (2) An employee who desires to return to work before the scheduled expiration of the employee's FMLA/WFMLA leave must notify the City of such desire as soon as possible, but no later than two working days prior to the employee's requested return date.
- (3) Generally, an employee who fails to return to work after the expiration of the employee's FMLA/WFMLA leave will be subject to the City's regular attendance policy, which may lead to discipline, up to and including discharge.
- (4) As with all leaves of absence, other than military leave, no employee may pursue or engage in outside or supplemental employment (i.e., moonlighting) while on FMLA/WFMLA leave.

Employer Responsibilities

- (1) The law requires that employers covered under the FMLA inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.
- (2) It is unlawful for any employer to: (1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or (2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
- (3) An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for violation of the FMLA. FMLA does not affect any federal or state law prohibiting ~~discrimination~~, or discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

G. JURY DUTY

All full-time employees of the City shall be granted a leave of absence when serving on a jury.

The City believes its employees serving as jurors should be 'made whole' while serving on a jury. Therefore, employees will receive their regular rate of pay for the time served as a juror plus any mileage reimbursement; however, this requires employees to relinquish the "per diem" portion of the Court paid portion of their jury duty compensation to the City by sending a copy of the court check to Human Resources to have the amount, less mileage, deducted from the next paycheck. As a condition for the above payments, the employee is required to report for work at his/her scheduled hours both before and after jury duty when reasonably possible.

Part-time employees are not eligible for paid time off for jury duty but shall be allowed to modify their work schedule to accommodate such duty when reasonably possible.

H. MILITARY LEAVE POLICY

The City allows military leave for all employees who temporarily leave employment with the City to join and/or serve in the military forces of the United States. Further, the City's military leave complies with all requirements of State and Federal law including the Family and Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA). Questions regarding military leave should be directed to the City's Human Resources Department.

Notification: All employees requesting military leave must notify the Human Resources Department prior to said leave unless precluded by military necessity. The notice must be in writing and, where appropriate, include a copy of the employee's military orders and/or training schedule.

No Loss of Pay or Benefits: The City allows employees who take military leave to do so without loss of pay or benefits. Employees who wish to take military leave without loss of pay must submit pay records from the Military substantiating his/her military pay during the period of leave. The City will then pay the difference between the rate of pay from military service and the employee's normal rate of pay from the City, provided the employee's rate of pay from the City is greater than the employee's rate of pay from military service.

Employees that are on military leave without loss of pay or benefits for one year must request in writing to have the continuation of their pay and benefits extended beyond the one-year period. Military leave without loss of pay or benefits is not available to employees who volunteer for active duty or voluntarily remain on active duty beyond the period of their initial call to active duty.

I. BEREAVEMENT LEAVE

Employees shall be allowed up to three (3) days off with pay in the event of death in the immediate family (spouse, child, stepchild, mother, father, stepparent, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law and mother-in-law).

Employees shall be allowed up to four (4) hours off with pay for the specific purpose of attending the funeral of a fellow City employee or official.

J. BAD WEATHER POLICY

In the event that bad weather (such as snow or freezing rain) creates hazardous traveling conditions between an employee's home and his work site, an employee may be granted permission by his supervisor to leave work early, to arrive at work late, or be excused for the day. The City Administrator will determine whether employees will be required to use vacation for time excused.

This policy shall not apply to positions responsible for providing protective services, for improving driving conditions, or attending to emergency infrastructure conditions. Employees in such positions are expected, as a condition of their respective work, to adjust their arrival and departure in accordance with predicted conditions.

SALARY CLASSIFICATION SYSTEM

Pay Grade System

To appropriately compensate employees with varying levels of responsibility, experience, and educational achievement, 11 Pay Grades that represents a pay span of approximately 35% from minimum to maximum rate. This series of pay grades and ranges is uniform in order to facilitate organizational unity and equity between employees who serve in similar positions in different parts of the organization.

Position Classification Plan

The Position Classification Plan provides a systematic agreement of positions into the pay grade system. In evaluating each position, a quantitative point factor comparison method is used. The factor comparison method cross compares all jobs on each level of each factor, using eight factors. Jobs of a different character or in different organizational units are compared against all other jobs on all factors. The factor points are weighted to reflect overall organizational missions, goals, and values.

Administration

Each employee shall receive base pay in accordance with his/her respective position classification within the Salary Classification System. Only base pay is included within the pay range.

General Administration

The total aggregate base pay amount allocated towards base salaries shall be included in the budget and approved by the Common Council.

The City Administrator or his/her designee shall be responsible for the administration and interpretation of the Pay Plan and shall set base salaries for all employees within the limits of the Salary Classification System.

Base Pay Adjustments

Adjustments (upward or downward) in base pay shall be granted to all eligible employees based on allocated by the Common Council for employee compensation.

All employees are eligible for compensation adjustments on January 1st as approved by the Common Council. All employees whose January 1st salary is below the mid-point of their pay grade may be eligible for an adjustment in base pay on their original anniversary date, up to 2%. The actual increase shall be based on the employees' most recent performance review.

EMPLOYEE ACKNOWLEDGEMENT - Handbook Revised ~~September 2017~~ April 22, 2025

I have received a copy of the Employee Handbook. I have read and I understand its contents. I acknowledge that it is my responsibility to ask questions about anything I do not understand.

I understand that it is my responsibility to comply with all City policies, rules and expectations as set forth in this Handbook, as well as policies, rules and expectations that the City may otherwise establish or change from time to time. I further understand and acknowledge that this Handbook provides guidelines and information, but this Handbook is not, nor is it intended to constitute, an employment contract of any kind. I understand that any contract or employment agreement must be authorized and approved by the City Council at a duly-noticed meeting. I acknowledge that I have not entered into any such individual agreement or contract by acknowledging receipt of this Handbook or by following any of the provisions of this Handbook. I understand that any contract or employment agreement must be authorized and approved by the Employer and Union to the extent required by law.

I understand that the contents of this Handbook may be changed by the Employer at any time, with or without notice.

_____Initials

I have, as part of this Handbook, received the City's Discrimination, Harassment, and Retaliation-Free Workplace Policy. I have read and I understand its contents.

_____Initials

I acknowledge that it is my responsibility to ask questions about anything I do not understand in this policy and it is my responsibility to comply with its provisions.

_____Initials

After you have read the Handbook, initial and sign this page. Then please detach the page from the Handbook and return it to your supervisor, who will submit it to the Human Resources Department to be placed in your personnel file.

Employee's Signature

Date

Print Name

Addendum A

CITY OF GLENDALE

SEPARATION CONFIDENTIALITY AGREEMENT

The undersigned, in consideration of such benefits as have, or continue to be provided, through employment by the City of Glendale, hereby agrees that he/she shall not retain, divulge, or disclose, any restricted or sensitive information, or any matters or information concerning City activities and personnel, subsequent to his/her separation from employment.

Dated this _____ day of _____, 20_____.

Print Name: _____

WITNESS:

ADDENDUM B

EMPLOYEE ASSISTANCE PROGRAM

PURPOSE: This chapter sets forth the objectives of the Employee Assistance Program. It defines referral procedures, and the administrative structure, and identifies the nature of the program features.

PROGRAM OBJECTIVES: The City of Glendale recognizes that a wide range of problems, although sometimes not directly associated with one's job responsibilities, can have an adverse effect on an employee's job performance, and that such problems may be partially a result of stress experienced in the course of employment. In most instances, employees overcome such personal problems independently and the effect on job performance is negligible. In other instances, normal supervisory assistance will be required so that an employee's job performance returns to an acceptable level.

In some cases, however, neither the efforts of the employee nor the supervisor has the desired effect of resolving the employee's problem and unsatisfactory performance persists over a period of time, either constantly or intermittently. The City Council believes that it is in the interest of the employee, the employee's family, and the City to provide employee services which deal with the problems of alcoholism, drug abuse, and personal problems. The purpose of this policy is to assure that employees experiencing any of these illnesses receive the same careful consideration and offer of treatment that is presently extended to employees having any other illnesses. Similarly, an employee's job performance may also be affected when a member of his family is afflicted with alcoholism, drug dependency, or emotional problems. In that interest, the City extends the same offer of information, referral, and assistance to employee's immediate family members. The illnesses of alcoholism, drug dependency, and emotional disorders will receive financial benefits and insurance coverage in accordance with established employee benefit plans or relevant statutory provisions.

BEHAVIOR-MEDICAL PROBLEMS: The behavior-medical problems dealt with in this policy are defined as follows:

A. Alcoholism: A chronic and progressive illness manifested in repeated and uncontrolled drinking of alcoholic beverages in excess of dietary and social uses. Alcoholism is characterized by dependence on the drug alcohol, to the extent that it interferes with the employee's health, safety and/or job performance.

B. Drug Dependency: A condition produced by the repeated use of a drug and characterized by a psychological and/or physiological dependence to the extent that it interferes with the drug user's health, safety and/or job performance.

C. Emotional Illness: An emotional condition characterized by thoughts and actions which are unrealistic, irrational or inappropriate to the extent that it interferes with the individual's health, safety and/or job performance.

D. Other Personal Problems: Problems which interfere with the individual's health, safety and/or job performance, such as marital, family, financial, legal, or emotional problems.

ADMINISTRATIVE STRUCTURE: The City of Glendale recognizes that the behavior-medical problems of alcoholism, drug dependency and emotional illness are highly complex illnesses that can be successfully treated.

It is recognized that the social stigma often associated with alcoholism, drug dependency and emotional illness has no factual basis. It is believed that an enlightened public attitude and a realistic acceptance of these behavioral-medical problems as illnesses will encourage employees who suspect that they may have such an illness, even in its early stages, to take advantage of the diagnostic, counseling, and treatment services available. Therefore, it is the policy of the City of Glendale to handle such problems within the following framework.

- A. Implementation of this policy should not require, or result in, any special regulation, privileges, or exemptions from the standard administrative practices applicable to job performance requirements. Nor shall there be any inconsistency with Labor Agreements.
- B. The City of Glendale believes that supervisory use of this program should be based on confronting the employee with unacceptable job performance criteria.
- C. It shall be the option of the employee to either accept or reject referral for diagnosis or professional treatment. The City of Glendale encourages employees to seek help on their own initiative and nothing in this policy negates that right.
- D. The fact that an employee accepts, rejects, or fails to respond to treatment for alcoholism, drug abuse, or other personal behavior-medical problems, in no way diminishes the employee's responsibility to meet required job performance standards.
- E. It will be the responsibility of all management and supervisory personnel, to follow procedures which assure employees with behavioral-medical problems that their job security or promotional opportunities will not be jeopardized by a request and/or referral for diagnosis and treatment.
- F. All records on employees referred, and actions taken under this program, are to be maintained in the strictest of confidence.
- G. Discussion and speculation about an employee's suspected personal problems which betrays personal information expressed to Management or fellow personnel can have the effect of creating gossip and rumor within the organization and as such is prohibited. Such communications are contrary to the intent of the Employee Assistance Program and will certainly undermine the confidence that employees must have if the program is to be effective.

COORDINATOR RESPONSIBILITIES: The Human Resource Director is designated Coordinator of the Employee Assistance program. The Human Resource Director is responsible to:

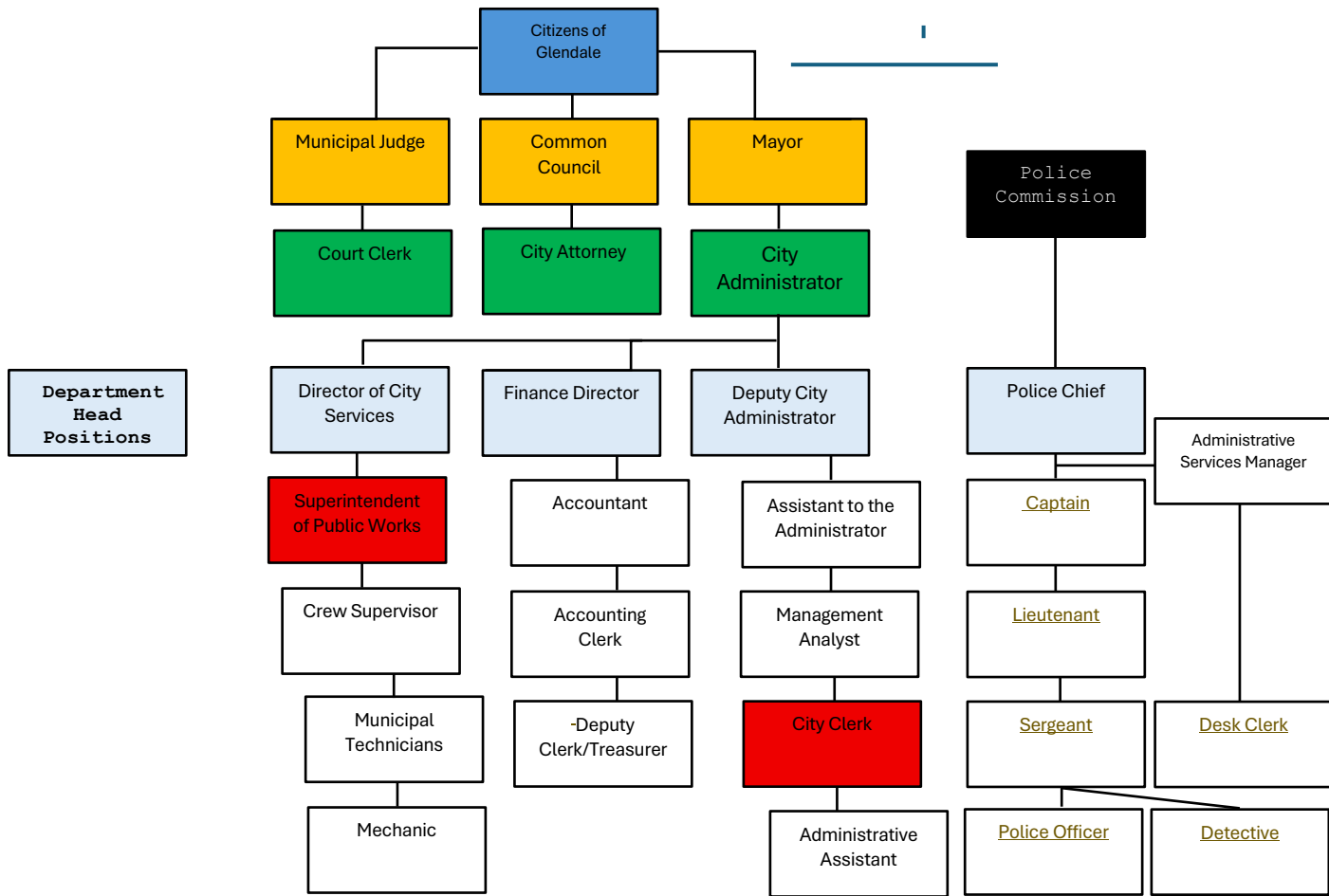
- A. Establish procedures that ensure counseling, treatment, and referral to outside agencies when necessary.
- B. Ensure that discussion between the employer and the employee during the evaluation and referral interviews remains confidential.
- C. With employee's approval, confidentially inform the employee's supervisor as to the progress of the employee.
- D. Conduct a back-to-work interview with the employee and supervisor when in-patient treatment has occurred.
- E. Consult regularly with the management and staff concerning actions taken under this program

MANAGEMENT RESPONSIBILITIES: All Management will continue to fulfill their personnel management responsibilities about performance efficiency by:

- A. Documenting specific instances where an employee's work performance, behavior or attendance fails to meet acceptable levels or where the employee's pattern of performance appears to be deteriorating.
- B. Advise the Human Resource Director of the employee's performance problem and the possibility of a referral. Management must be able to describe behavior but should not attempt to diagnose or draw conclusions. This is a medical or counseling responsibility.
- C. Informal Recognition: As soon as a department head recognizes that the employee has a continuing performance problem, the department head shall conduct an interview with the employee, focusing on poor work performance, and shall informally suggest to the employee that he seek assistance in dealing with his problem. At this point, it will be left up to the employee whether to obtain assistance. If the unsatisfactory work performance ceases, no more needs be done.
- D. Official Recognition: When an employee's conduct or job performance remains below acceptable levels and the informal suggestion fails to result in satisfactory improvement, the department head shall do the following:
 - 1. Formally document all the events which have led to the department head's recognition of the problem. Including the following:
 - a. Incident description, numbers, and dates, such as frequency and reasons for absences, discrepancies in job performance, etc.

- b. Number of informal referrals.
2. Report the information in a memorandum to the Human Resource Director.
 3. Set up a mutually acceptable appointment time for the employee to meet with the supervisor and the Human Resource Director.
 4. If the employee is uncooperative by failing to keep or reschedule the appointment or refuses to enter the program, and the employee's performance continues to be unacceptable, the department head shall initiate progressive disciplinary action to correct the poor job performance. Information recorded in this report shall include attempts by the department head to formally or informally refer the employee to diagnostic or treatment assistance.
- E. Employees who have made the decision to accept professional treatment which will require absence from work will be granted sick leave for this purpose. In case of insufficient sick leave, consideration will be given to granting an employee additional leave of absence without pay. This does not negate the possibility of the employee seeking any other benefits available under relevant statutory provisions.
- F. A determination based on facts shall be made by the Human Resource Director as to the employee's ability to remain working during the period of treatment. The Human Resource Director may remove an employee from the work force until information has been obtained and assurances given by a psychologist, psychiatrist, or physician that the employee is able to return to work. City policy and contractual agreements shall be observed.
- G. The Human Resource Director shall have authorization to review all medical and/or counseling records to decide if the employee is able to return to work.
- H. The Human Resource Director shall submit semi-annual reports to the City Council outlining the general status of the program. These reports are to be used solely to evaluate the effectiveness of the program. Under no circumstances do they contain the names of the individual involved.
- I. The procedure outlined herein will not apply under circumstances when management has good reason to believe an employee is involved in criminal conduct.
-

Organizational Chart





5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: *Ordinance — Repealing and Replacing Sections 2.3.2 — City Officers; Tenure; Vacancies and 2.3.3 — City Administrator*

FROM: Karl Warwick, City Administrator

MEETING: October 13, 2025 Common Council Meeting

MEETING DATE: October 13, 2025

FISCAL SUMMARY:

Budget Summary: NA
Budgeted Expenditure: NA
Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA
Municipal Code: 2.3.2 and 2.3.3

BACKGROUND & ANALYSIS: The enclosed ordinance would repeal and replace sections 2.3.2 and 2.3.3 regarding the appointment and tenure of employees. The revised ordinance established "Appointed Officers" in the City and established that these positions can only be removed by a 3/4 vote of the Common Council.

RECOMMENDATION: Approve the Ordinance repealing and replacing sections 2.3.2 — City Officers; Tenure; Vacancies and 2.3.3 — City Administrator.

ACTION REQUESTED: Approve the Ordinance repealing and replacing sections 2.3.2 — City Officers; Tenure; Vacancies and 2.3.3 — City Administrator.

ATTACHMENTS:

Ordinance 2025 Employment

ORDINANCE NO. 2025-

*An Ordinance Repealing and Replacing Sections 2.3.2 - City Officers; Tenure; Vacancies and 2.3.3
City Administrator*

The Mayor and the Common Council of the City of Glendale, Milwaukee County, Wisconsin, do herewith ordain as follows, to-wit:

SECTION I

Section 2.3.2. – City Officer; Tenure; Vacancies and 2.3.3 City Administrator are hereby repealed in their entirety and replaced with the following.

2.3.2 - City Officers; Tenure; Vacancies.

a) *Appointed Officers.* In addition to the Mayor and one Alderperson from each aldermanic district in the city, the City Attorney, and the Chief of Police, who shall be appointed by the Police Commission, the officers of the City shall be as follows, and shall be known as “Appointed Officers”:

- (1) City Administrator.
- (2) City clerk
- (3) Treasurer & Finance Director.
- (4) Deputy City Administrator
- (5) Director of Public Works and Director of City Services

b) *Tenure of office.*

(1) The tenure of office of full-time Appointed Officers, as listed in subsection (a) above, shall be indeterminate after the expiration of the probationary period, subject to the removal provisions listed herein.

- a. Removal of Appointed Officers from office shall be at the pleasure of the Common Council, upon an affirmative vote of three-fourths of all Common Council members.
- b. If an Appointed Officer is employed pursuant to an employment agreement approved by the Common Council, and that agreement contains greater protections from removal than those provided under subsection (b)(1)i, the terms of the agreement shall control.

(2) In the event of a vacancy in any Appointed Officer position, such office shall be filled by appointment by a simple majority vote of the Common Council, at the recommendation of the Mayor, in a manner provided herein. Notwithstanding the foregoing, the appointment of the City Administrator shall be made by a two-thirds vote of the members of the Common Council.

- a. *Vacancies.* At such time that any Appointed Officer position becomes vacant, the Common Council, or the City Administrator at the direction of the Common Council, shall take the necessary steps to fill the vacant position. In selecting persons qualified to assume any of the aforesaid respective offices, consideration shall be given to basic qualifications, including;
 - i. Background and experience;
 - ii. Education and relevant training;
 - iii. Knowledge, skills, and abilities as described in the position's job description; and
 - iv. General disposition and ability to work with the other Appointed Officers of the City.
- b. *Salaries.* The salaries of the Appointed Officers shall be determined by the Common Council.

SECTION II

If any subsection, section or portions of this article or the sections of this ordinance as enacted hereunder is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

SECTION III

All ordinances or parts of ordinances contravening the terms and provisions of this ordinance are hereby to that extent repealed.

SECTION IV

This Ordinance shall take effect upon passage and publication as provided by law, and the City Clerk shall so amend the Code of Ordinances of the City of Glendale. The Clerk shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council of the City of Glendale, this 13th day of October, 2025.

Bryan Kennedy, Mayor

Countersigned:

Deputy City Clerk