



## MEMORANDUM

**Date:** February 12, 2025  
**To:** Sun Prairie Utilities Commission Members  
**From:** Brenda Sukenik, HR Director  
**Re:** Employee Vacation Policy Review

At this time, I recommend the Commission make the following updates to the existing employee vacation policy.

- Adopt the city's vacation accrual table below effective February 17, 2025. If approved, this will provide some individuals with additional hours. It is my recommendation to not prorate hours based upon the timing of their anniversary.
  - 3 weeks upon hire
  - 4 weeks after completion of 5 years
  - 5 weeks after completion of 10 years
  - 6 weeks after completion of 15 years
- Adopt the city's policy to allow a carryover of two weeks (80 hours for FT), with the caveat that only one week (40 hours for FT) would be eligible for a payout if they leave employment.
- Allow employees until December 31, 2025 to use vacation time which is currently on the books that might be in excess of these limits. At that time, any vacation hours in excess of the parameters above will be forfeited.

If the Commission wishes to adopt the recommendations above, I will work with SPU staff in implementing the changes and communicating the policy. If you have any questions on the above, please feel free to reach out to me at 608-825-1172.

## **8. Vacation**

Regular full-time and part-time employees shall, on the following anniversary dates, be awarded paid Vacation time as defined in Appendix A. Vacation will be awarded and taken on an anniversary basis (not on a calendar year basis). Part-time employees will be eligible for prorated hours based on their work schedule.

It is the intent of this policy to encourage all employees to utilize their Vacation for the purpose of being away from work. SPU feels this is an important part of the overall well-being of the employee.

A new employee may not use Vacation for the first 30 days of employment. If an employee leaves the Utility prior to six months (review period), any Vacation balance will be forfeited.

An employee may use Vacation at a minimum of half-hour increments and with twenty-four (24) hour approval from the employee's supervisor. Under special circumstances, and if approved by the employee's supervisor, he/she may be allowed to take Vacation on the same day as the request.

The Utility will attempt to respect the wishes of the employees, insofar as it does not adversely affect service needs. Generally, one (1) employee per classification may be on Vacation at the same time. Where four (4) or more employees of the same job classification exist, employees will be allowed to take Vacation, as long as 50% of the employees in the respective job classification are working. Seniority will prevail if there are conflicts. Vacation approval may be withdrawn in cases of emergency.

If requested of and approved by the Utility Manager, non-exempt (hourly) employees will be allowed to carry over up to forty (40) hours of Vacation existing at the end of their anniversary year. It is the responsibility of the Utility Manager to review any unique requests.

Except for the new employee described above, an employee leaving the company for any reason will be paid for any outstanding Vacation balance.

## **9. Sick Leave**

SPU shall grant Sick Leave, which is paid leave of absence due to non-service-connected illness or injury of the employee.

A regular full-time employee shall accumulate and be granted Sick Leave with pay at the rate of one (1) eight (8) hour day per month for each month of continuous service. Employees shall continue to accrue unlimited sick leave. Regular part-time employees as defined in Section 7 shall accumulate sick leave on a prorated basis according to hours worked. Sick leave shall be taken in half-hour increments.

Employees begin accruing Sick Leave at the start of their employment but may not use it until they have completed 90 days of service.

Sick Leave with pay is granted as follows:

- a. An employee's illness or injury which makes it unreasonably difficult to perform his/her duties.
- b. Substitution of Sick Leave for leave provided for in the Wisconsin and Federal Family and Medical Leave Acts. For details of substitution, consult SPU's policy on Family and Medical Leave.

**APPENDIX A**

<b>Section</b>	<b>Benefit Type</b>	<b>Effective</b>	<b>Benefit Details</b>
7	Hours of Work (Stand-By)	1/1/00	9 hours at time and one half for each standby week 4 hours at time and one half add'l for each stand-by week holiday.
8	Vacation Years 0-15: 80 + (8*Years) Years 16+: 200 + ((Years-15)*4), maximum 240	5/20/19	Start Date: 80 hrs Anniversary 13: 184 hrs Anniversary 1: 88 hrs Anniversary 14: 192 hrs Anniversary 2: 96 hrs Anniversary 15: 200 hrs Anniversary 3: 104 hrs Anniversary 16: 204 hrs Anniversary 4: 112 hrs Anniversary 17: 208 hrs Anniversary 5: 120 hrs Anniversary 18: 212 hrs Anniversary 6: 128 hrs Anniversary 19: 216 hrs Anniversary 7: 136 hrs Anniversary 20: 220 hrs Anniversary 8: 144 hrs Anniversary 21: 224 hrs Anniversary 9: 152 hrs Anniversary 22: 228 hrs Anniversary 10: 160 hrs Anniversary 23: 232 hrs Anniversary 11: 168 hrs Anniversary 24: 236 hrs Anniversary 12: 176 hrs Anniversary 25: 240 hrs
9	Sick Leave	1/1/00	One 8-hour day per month
9	Sick Leave Payout at Retirement	2/18/13	Positions-[Non-Exempt Hourly except Ops Admin, Accounting Asst] 520 hours maximum with 15 years of service Positions-[Exempt Salary, Operations Admin, Accounting Assistant] 720 hours maximum with 15 years of service; 960 hours maximum with 20 years of service
10	Holidays	5/20/19	New Year's Day July 4 Christmas Eve MLK Jr Day Labor Day Christmas Day Spring Holiday Thanksgiving Day New Year's Eve Memorial Day Friday after T-Giving
15	Life Insurance	1/1/00	SPU benefit: 1 x [Annual Salary] Employees Option: Supplemental, Additional and/or Spouse/Dependent Coverage at their own expense.
16	Health Insurance	1/1/16	SPU-paid benefit: Lowest-cost Single and Family Plan Mo. Premiums upon completion of annual wellness screening/questionnaire
17	Dental Insurance	1/1/14	SPU-paid benefit: Single and Family Monthly Premiums = 100%
18	Retirement Plans (1) Defined Benefit Pension (2) Defined Contribution Pension (3) Wisconsin Retirement System	1/1/17	<u>(1)Employer annually contributes 100% of actuarially-calculated contribution</u> <u>(2)Employer annually contributes 8.5% of prior year's gross wages</u> <u>(3)(WRS) – Required Employer and Employee (pre-tax) contributions determined by ETF Board annually; 2019 rate for each is 6.55%</u>
19	Longevity/Retention	1/1/09	<u>Positions-[All]</u> \$100 for 5 years of service plus \$25 for each additional year [Annual]. Paid on anniversary. <u>*Positions-[Lead Lineworker - \$1,250, Journey Lineworker \$750, Substation Technician \$750]</u> <u>*Paid the following January if employed in position for entire year.</u>
20	Voluntary Benefits	1/1/08	Voluntary employee-paid benefits including Long-Term Disability, Excess Medical and Accident Plans, and Vision Insurance (Single \$6.82/mo Family \$16.99/mo),
21	Uniforms/Boot Allowance	1/1/11	<u>Positions-[Lead Lineworker, Lineworker, Substation Tech]</u> Uniform: \$1,400 Initial, \$750 Annual; Vendor - Tyndale Steel-Toed Boot: \$100 Annual <u>Positions-[Lead Water Operator, Water Operator, Maintenance]</u> Uniform: \$300 Initial, \$250 Annual; Store – Blaine's Farm & Fleet Steel-Toed Boot: \$100 Annual <u>Positions-[Meter Reader, Inventory Control]</u> Uniform: \$200 Initial, \$150 Annual; Store – Blaine's Farm & Fleet Steel-Toed Boot: \$100 Annual

## Sun Prairie Utilities Policy/Procedure

Title: Personnel Manual	
Policy Source: Sun Prairie Utilities Commission	Creation Date: December 19, 2011
Application: All Sun Prairie Utilities Employees	Revision Date: May 20, 2019
Indexed As: Benefits, Pay Plan, Schedules, Discipline	Total Pages: 20

### General Policy

The contents of this manual are presented as matters of information; they are not conditions of employment. The Sun Prairie Utilities Commission reserves the right to modify, revoke, suspend or terminate any or all of the plans, policies and procedures described herein. This manual is not intended to create, nor is it to be construed to constitute, a contract between Sun Prairie Utilities and any one or all of its employees. Employees of Sun Prairie Utilities are employees at-will. Only the Sun Prairie Utilities Commission and Utility Manager have authority to make any agreement for employment for any specified period of time or to make any agreement contrary to the foregoing.

The Utility Manager is responsible for the administration of the program described herein. If you have any questions regarding its application and interpretation, please contact the Utility Manager. Administration of the program is to be uniform.

Throughout this document, duties and decisions assigned to the Utility Manager may be performed by any other employee designated by the Utility Manager to act in his/her absence.

This handbook is intended to replace the Sun Prairie Utilities Personnel Handbook dated December 15, 2003 and any other prior handbook. If an issue is not addressed in this Personnel Manual, the matter will be decided by the Utility Manager.

Hereafter throughout this Personnel Manual, "SPU" will be substituted for references to Sun Prairie Utilities, Sun Prairie Utilities Commission, or Employer.

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## **1. Policy of Employee Relations**

SPU is a service organization with one of its most important resources being the employees who directly provide services to the community. Therefore, SPU's employees are of utmost importance and concern to the SPU Commission and Utility Manager and all managerial/supervisory personnel employed by SPU. SPU's policy of employee relations is based on fairness and internal consistency among all employees. SPU's policy is to deliver services to its ratepayers at the highest rate of efficiency and at the lowest possible cost while insuring that its workforce is treated in a fair and equitable manner.

## **2. Management Rights**

The right, function and authority to manage all operations are vested in SPU and include, but are not limited to, the following:

- a) manage and otherwise supervise all employees
- b) hire, promote, transfer, assign, retain and terminate employees
- c) suspend, demote, dismiss or take other disciplinary action against employees
- d) relieve employees of duties because of lack of work and for other legitimate reasons
- e) maintain efficiency and economy of SPU operations entrusted to the administration
- f) determine the methods, means, and personnel by which such operations are to be conducted
- g) exercise discretion in the operation of the SPU budget, organization, assignment of personnel and technology of work performance
- h) promulgate reasonable work rules
- i) subcontract work

## **3. Fair Employment**

SPU affords equal opportunity in employment, compensation and other benefits related to employment regardless of age; ancestry; arrest & conviction record; color; creed; disability; genetic testing; honesty testing; marital status; military service; national origin; pregnancy or childbirth; race; religion; sex; gender; sexual orientation; and use or nonuse of lawful products off the employer's premises during nonworking hours. For more information, consult the current personnel policies or contact the Utility Manager.

## **4. Appointments**

In accordance with Sun Prairie, Wisconsin Code of Ordinances, Section 2.64.030, the SPU Commission may appoint a Utility Manager who shall act on behalf of the Commission and shall employ necessary employees and fix their compensation.

All appointments shall be on the basis of merit – the qualified applicant who best fits a position shall be selected. Position qualifications are enumerated in the personnel policies and job descriptions.

All newly-hired employees shall serve a six (6) month review period. Performance reviews shall be made after six (6) months, and annually thereafter.

## **5. Emergency Response Requirements**

The following emergency personnel must respond within thirty (30) minutes to their work location when called in for emergency situations: Utility Manager, Electric Operations Supervisor, Supervisory Engineer, Information Systems Manager, Lead Lineworker, Journey Lineworker, Apprentice Lineworker, Substation Technician, Lead Water Operator, and Water Operator.

Any work completed remotely must have prior approval and follow the Telecommuting policy.

## **6. SPU Employee Compensation Plan**

The SPU Compensation Plan provides guidelines for the Utility Manager in making compensation decisions based upon defensible policies. It is made up of a schedule of individual pay ranges, based upon market data specific to that position acquired through Municipal Electric Utilities of Wisconsin (MEUW) and American Public Power Association (APPA). Each of the pay ranges lists a minimum, midpoint, and maximum pay rate with a spread of 35% (64.1% for apprenticeship programs). Each range has eleven steps between the range minimum and maximum. An individual moves through the steps on an annual basis. The use of this type of system allows the Utility to recognize individual employee growth and performance.

Employees are normally hired at or near the minimum of their pay range. An employee may be started above the minimum for exceptional qualifications or when warranted by special market conditions. Movement within the range is based upon performance and the length of time spent in the position. No employee will be paid below the minimum of their pay range or above the maximum of their range.

Each year, the plan will be reviewed and recommendations made for adjustments to the plan that may be necessary to ensure that the plan remains fair and competitive in the market. Some of the things considered in this review include: general economic conditions, anticipated salary increases by comparable employers, and the general mix of salary and other forms of compensation.

When a cost-of-living adjustment is made, it is made to all pay ranges in the plan. Employees in the plan whose performance is rated as adequate or better normally receive the cost-of-living pay increase. It is recommended that this adjustment be made at the beginning of the year; however, timing will depend upon the detail during the budget adoption process.

See the SPU Compensation Plan detail for more information.

## 7. Hours of Work

SPU business hours are generally from 7:00 a.m. to 4:30 p.m. Monday through Friday. Lobby hours are generally 8:00 a.m. to 4:30 p.m. Monday through Friday. Personnel shall work hours as assigned by Supervisors. Supervisors have greater flexibility in their work hours because of the need for attendance at night and weekend meetings and the variable demands of their positions.

Employees shall report promptly at the designated starting time at their assigned work station, be ready to begin work at the designated starting time, and shall devote their entire efforts during working hours to assigned duties.

1. Regular, full-time personnel are employees who consistently work the minimum workweek of 40 hours.
2. Regular, part-time personnel are employees who consistently work a schedule less than the minimum workweek (above), but not less than an average of 20 hours per week with an expectation of continued employment.
3. Limited Term personnel are temporary employees who are hired for a specific period of time or for the duration of a specific project or groups of assignments.
4. Seasonal employees are those who work for a specific period of time (season) to complement the regular workforce.

### Break Periods:

Although not guaranteed, Supervisors are authorized to allow either of the following break period options for employees who work at least eight (8) hours in one (1) day:

1. Two fifteen (15) minute breaks taken at the work location or;
2. One thirty (30) minute break taken away from the work location, but where the start and end times of the break are at the work location.

For workdays lasting four (4) hours but less than eight (8) hours, employees are only eligible for one (1) fifteen minute break period at the premises or work location. The scheduling of these periods and location is entirely discretionary with the Supervisor, and will be arranged to ensure department operations maintain adequate business coverage.

It is recommended that employees who work six (6) hours or more in one (1) day be provided a minimum of one thirty (30) minute unpaid meal period. Work schedules will be determined by the Supervisor. No employee may work through meal and breaks and be excused from work early or be paid for such work without prior approval of the Supervisor. However, the practice shall be restricted to only special infrequent occasions. The guidelines surrounding the meal period are as follows:

1. (Office Personnel) Start time is considered to be when one leaves the workstation to begin the meal period.
2. (Field Personnel) Start time of the meal period is considered to begin at the time the employee leaves the work location plus the Google mapped drive time to get to the main office or the food preparation place, whichever is earlier.
3. The meal period end time is always thirty (30) minutes following the start time.
4. Employees may eat at or pickup food from restaurants or convenience stores within Sun Prairie, understanding the meal period start time and the thirty (30) minute meal period limit.
5. Employees are also allowed to leave the office during the meal period in their personal vehicles, understanding the thirty (30) minute meal period limit.

6. At the end of the thirty (30) minute meal period, employees are expected to immediately return to their workstations and/or assigned work locations.
7. Meal period schedules will be at the supervisor's discretion but, in general, should be scheduled and taken during a window from 3 hours following the work day start time to 3 hours prior to the work day end time.

**Stand-By Status/Call In:**

An employee shall be on a stand-by status if the employee is instructed verbally or in writing by his/her supervisor to be continuously available to report to work during an off-duty period. An employee who is instructed to be on stand-by status must be:

1. Continuously available to be contacted by SPU by telephone;
2. Able to report to work immediately, but in no event later than thirty (30) minutes of receiving a request from City, Utility, or answering service personnel;
3. Able to report in a physical condition which allows the efficient performance of the employee's job classification.

An employee who is placed in a stand-by status will be eligible for compensation as determined by the Fair Labor Standards Act. If a non-exempt (hourly) employee is called-in and required to report to work, the employee will be compensated from the time of arrival at their designated work location and will receive a minimum of two (2) hours compensation, unless any of the following situations are present:

1. The call-in time occurred within the 2-hour window of a previous call involving the employee receiving the minimum of two (2) hours compensation, or;
2. The employee was already working at the time of the call, or;
3. The arrival time at work was less than two (2) hours prior to the scheduled shift.

If any of situations above, the employee will be compensated at the appropriate overtime rate for time worked. In situation #3, the employee will additionally be offered the opportunity to work continuously through to the start of the regular work day. Any additional call-ins within the two hours following the arrival at work from an initial call-in will be exempt from an additional two (2) hours minimum compensation and will just be paid at the appropriate overtime rate for time actually worked. Once the two (2) hour call-in compensated window time expires and the employee has left work, the employee will again be eligible for and receive the two (2) hour minimum compensation for a subsequent call-in.

Example: Employee is called in at 12:35pm and arrives at 1pm (arrival at work starts the 2-hour minimum labor window) on Saturday. The individual completes the required work in 45 minutes, leaves work and receive a 2nd call-in at 2:45pm but does not arrive at work until 3:05pm. Repair work is initiated, during which time a 3rd call is received at 3:20pm requiring additional work. The employee finishes with work required from both the 2<sup>nd</sup> and 3<sup>rd</sup> calls and leaves work at 4:20pm. A 4<sup>th</sup> call is then taken at 4:45pm, with arrival at work at 5pm ending at 6pm. The employee leaves work and receives a 5<sup>th</sup> call at 6:30pm, arriving at work at 6:45pm and finishing work at 7:30pm. Compensation for the above work would be as follows:

- 1:00pm-1:45pm            2 hours OT call-in minimum
- 3:05pm-3:20pm        .25 hours OT, as 2<sup>nd</sup> call rec'd within the 1<sup>st</sup> 2-hour window
- 3:20pm-4:20pm        1 hr OT, 3<sup>rd</sup> call rec'd outside 2-hr window but while at work
- 5:00pm-6:00pm        2 hours OT call-in minimum, as outside 2-hr call-in window
- 6:45pm-7:30pm        .75 hours OT, as call received within the 2<sup>nd</sup> 2-hour window

Stand-by duty shall generally be from 11:00 a.m. on Friday to 11:00 a.m. on the following Friday. Employees placed on stand-by duty (Friday to Friday) shall receive the equivalent of nine (9) hours' pay at time and one-half. Employee shall receive an additional four (4) hours' pay at time and one half for each holiday that occurs during the week of stand-by duty. (Note: This equivalent pay is not eligible to be taken as Compensatory Time).

**Attendance at Conferences:**

Attendance at professional conferences, seminars, technical meetings and/or training programs shall be considered part of the employee's normal duties. An employee may request authorization to attend such functions at SPU expense from their Supervisor. SPU shall provide reimbursement as provided by policy.

**Overtime and Compensatory Time**

The Federal Fair Labor Standards Act (FLSA) sets the minimum wage, overtime pay, equal pay, record keeping, and child labor standards for covered employers. Under this rule, employees are classified into exempt and non-exempt status to determine eligibility for overtime. The State of Wisconsin also has Wage and Hour Laws to establish state overtime rules, minimum wage, record keeping, and child labor regulations. SPU is covered by both the federal FLSA and Wisconsin laws, and must comply with both by meeting the more stringent requirement of each law.

**Non-Exempt (Hourly) Employees:**

Employees covered by the Fair Labor Standards Act (FLSA) or the Wisconsin overtime laws will be paid time and one-half for "all hours worked" over 40 in one week. "Hours worked" under these rules is defined as actual hours "suffered or permitted to work" where the employer has knowledge of and benefits from the work.

In addition to the above, SPU will not include the use of Sick leave as "hours worked" in the calculation of overtime.

Example: Employee A is on an 8-hour per day work schedule. She calls in Monday morning with an illness and instructs her supervisor to use 8.0 hours Sick Leave, then works 4.0 hours in excess of the regular workday on Thursday for a total of 12.0 hours that day. The rest of the days that week she worked 8.0 regular hours. Rather than getting paid for 40.0 regular hours plus 4.0 overtime hours that week, she will be paid for 44.0 regular hours.

Employees may substitute Vacation, Compensatory, or Floating Holiday time instead of using Sick Leave, as long as they discuss this with their supervisor at the time of the call-in for the absence. Employees may substitute Vacation, Compensatory, or Floating Holiday time for medical appointments instead of using Sick Leave as long as they make the request to their Supervisor and the SPU Finance Department is notified prior to completion of payroll processing.

Overtime shall be approved in advance by the supervisor and reviewed periodically by the Utility Manager. Overtime shall be kept to a minimum and shall be utilized to relieve specific, occasional peak workloads or emergencies. There shall be no pyramiding of overtime or other premium pay. Overtime, when assigned, is mandatory.

During the course of a year, hourly employees may bank compensatory time for extra hours worked up to a maximum of 40 hours (26.67 actual overtime hours worked). (NOTE: Standby compensation is not eligible to be considered toward or for Compensatory Time and/or "banked") Any overtime

exceeding the 40-hour maximum must be taken in the pay period it is earned. Compensation may be in pay or time off subject to the prior approval of the employee's Supervisor. An employer's prior consent is required if the overtime compensation is taken in the form of time off in lieu of overtime pay. Compensatory time off may be taken at mutually acceptable times, with prior approval of the employee's supervisor. Compensatory time may not be taken if it results in additional overtime being worked.

Non-exempt (hourly) employees will receive a payout of their comp bank as outlined:

- Compensatory time on the books as of December 10th shall be paid out with the last paycheck of the calendar year. No compensatory time may be banked for hours worked between December 1 and December 31.
- If promoted from a non-exempt (hourly) position to an exempt (salaried) position, employees may use their comp bank as of the promotion date until December 10 of the current calendar year or it will be paid out on the last paycheck of that year at their previous position's hourly rate of pay
- Upon termination of employment with SPU, any remaining comp bank will be paid out with the employee's final paycheck.

Sleep Time:

In the event an employee is required to work four (4) or more consecutive hours overtime, and is released from work, eight (8) uninterrupted hours shall elapse before he/she returns to work without loss of straight time pay for any basic scheduled hours missed. In the event an employee is released after working four (4) or more consecutive hours of overtime and is called back before eight (8) hours elapse, or continues to work straight through, the employee shall receive time and one-half for each hour worked. This provision shall only apply to overtime which commences after the end of the employee's regular shift that day and before the start of the employee's regular shift that day. Except in the event the employee is called in or receives permission from the supervisor, employees should not return to work prior to the eight (8) hours of elapsed time following working four (4) hours minimum of overtime. If an employee returns to work within the eight (8)-hour Sleep Time window without a call-in or prior approval from the supervisor, they will be paid at the straight time rate for their hours worked for the remainder of that workday. If the supervisor gives permission for an employee not to report to back to work after the eight (8)-hour Sleep Time window has elapsed, employees shall use Vacation or Compensatory Time for any remaining hours in the workday.

Exempt (Salaried) Employees:

Employees who meet the exemptions for Executive, Administrative, Professional, or Computer under the FLSA or State tests shall be exempt from all premium pay provisions of any type. However, in recognition of extra effort and additional hours worked that are required of them periodically, they are eligible for Compensatory Time.

Compensatory Time granted will be in increments and on a schedule that is approved by the Utility Manager. Compensatory Time is not to be an hour for hour banking of time, but gives the Utility Manager the ability to acknowledge extraordinary efforts.

## **8. Vacation**

Regular full-time and part-time employees shall, on the following anniversary dates, be awarded paid Vacation time as defined in Appendix A. Vacation will be awarded and taken on an anniversary basis (not on a calendar year basis). Part-time employees will be eligible for prorated hours based on their work schedule.

It is the intent of this policy to encourage all employees to utilize their Vacation for the purpose of being away from work. SPU feels this is an important part of the overall well-being of the employee.

A new employee may not use Vacation for the first 30 days of employment. If an employee leaves the Utility prior to six months (review period), any Vacation balance will be forfeited.

An employee may use Vacation at a minimum of half-hour increments and with twenty-four (24) hour approval from the employee's supervisor. Under special circumstances, and if approved by the employee's supervisor, he/she may be allowed to take Vacation on the same day as the request.

The Utility will attempt to respect the wishes of the employees, insofar as it does not adversely affect service needs. Generally, one (1) employee per classification may be on Vacation at the same time. Where four (4) or more employees of the same job classification exist, employees will be allowed to take Vacation, as long as 50% of the employees in the respective job classification are working. Seniority will prevail if there are conflicts. Vacation approval may be withdrawn in cases of emergency.

If requested of and approved by the Utility Manager, non-exempt (hourly) employees will be allowed to carry over up to forty (40) hours of Vacation existing at the end of their anniversary year. It is the responsibility of the Utility Manager to review any unique requests.

Except for the new employee described above, an employee leaving the company for any reason will be paid for any outstanding Vacation balance.

## **9. Sick Leave**

SPU shall grant Sick Leave, which is paid leave of absence due to non-service-connected illness or injury of the employee.

A regular full-time employee shall accumulate and be granted Sick Leave with pay at the rate of one (1) eight (8) hour day per month for each month of continuous service. Employees shall continue to accrue unlimited sick leave. Regular part-time employees as defined in Section 7 shall accumulate sick leave on a prorated basis according to hours worked. Sick leave shall be taken in half-hour increments.

Employees begin accruing Sick Leave at the start of their employment but may not use it until they have completed 90 days of service.

Sick Leave with pay is granted as follows:

- a. An employee's illness or injury which makes it unreasonably difficult to perform his/her duties.
- b. Substitution of Sick Leave for leave provided for in the Wisconsin and Federal Family and Medical Leave Acts. For details of substitution, consult SPU's policy on Family and Medical Leave.

Employees may take time off during normal working hours to receive routine medical services, dental care, EAP counseling services, or any other similar medical attention for themselves or an immediate family member. Immediate family member shall include all persons residing at the employee's primary residence, and all family members as defined under the limits of the State and Federal Family Medical Leave Acts. Such usage must be requested and approved by the supervisor prior to leaving their area of work.

In order to qualify for Sick Leave, an employee must:

- a. Inform the immediate supervisor of the fact and the reason for absence and location of recovery as soon as possible within the Department requirements.
- b. Keep the immediate supervisor informed during the period of illness and the expected date of return to work. SPU retains the right to contact the employee at any time during the employee's scheduled workday. Such contact shall be made at the discretion of the Supervisor.
- c. An employee who misses in excess of three (3) consecutive work days due to illness may be required to furnish a doctor's certificate indicating the medical need for the absence and certifying the employee's fitness to return to work. An employee may be required to furnish such doctor's certificate for any absence, regardless of length.

Sick leave shall not be utilized by any SPU employee because of the unavailability of day care/baby-sitting services.

When notifying the supervisor, the employee must indicate what illness and/or injury prevents him/her from reporting to work, when they will be able to return to work; and identify the location that he/she will be recovering at. SPU retains the right to contact the employee at the location indicated at any time during the employee's scheduled workday. Such contact shall be made at the discretion of the Supervisor.

Employees must work the day before and the day after their scheduled Vacation, Compensatory Time, or Floating Holiday. This includes work days separated by a weekend that precede or follow Vacation, Compensatory Time, or Floating Holiday. Employees who are absent from work the day before and/or the day after their scheduled Vacation, Compensatory Time, or Floating Holiday shall not be eligible for Sick Leave compensation for the absence(s) unless the absence(s) is approved by the immediate supervisor.

When a regular employee exhausts all of his/her accrued benefits (including Sick Leave, Vacation, Holiday, and Compensatory Time) he/she may be placed on a Personal Leave of Absence if approved by the Utility Manager.

If the employee is permitted a Personal Leave of Absence for medical reasons (a Temporary Medical Leave of Absence) beyond what is allowed under State and Federal Family Medical Leave Acts, the Utility Manager shall set the time period based on the circumstances in each specific case. Benefits will not accrue during the Temporary Medical Leave of Absence and in no event shall the leave be permitted to extend beyond one (1) year. An employee on a Temporary Medical Leave of Absence will be permitted to continue their current group insurances at their own expense.

In the event of a serious health condition affecting an employee or employee's family member, the Utility Manager may, in a circumstance involving a limited employee sick leave accrual balance, allow the donation of Sick Leave from fellow employees. See the Employee Donation of Sick Leave policy in the SPU Rules & Regulations Manual for further details.

**Sick Leave Conversion at Retirement:**

For all non-exempt (hourly) employees except the Accounting Assistant and Administrative Assistant-Operations positions, accumulated Sick Leave to a maximum of 65 days (520 hours) shall be paid to the employee at retirement, voluntary resignation, or death provided the employee has at least 15 years of service with SPU. At the employee's option, and in lieu of payment, the employee may exhaust his/her net Sick Leave account after payroll taxes are deducted by having his/her group health, dental, and/or vision insurance paid from the account. After the funds are exhausted, the employee would be given the option to continue coverage for 18 months under COBRA or until age 65, whichever occurs first.

For all exempt (salaried) employees and the Accounting Assistant and Administrative Assistant-Operations positions, accumulated Sick Leave shall be paid at retirement, voluntary resignation, or death as follows: a maximum of 90 days (720 hours) after 15 years of service, or a maximum of 120 days (960 hours) after 20 years of service. At the employee's option, and in lieu of payment, the employee may exhaust his/her net Sick Leave account after payroll taxes are deducted by having his/her group health, dental, and/or vision insurance paid from the account. After the funds are exhausted, the employee would be given the option to continue coverage for 18 months under COBRA or until age 65, whichever occurs first.

**10. Holidays**

Employees shall receive eleven (11) paid holidays during the course of a calendar year and one (1) paid floating holiday. Holiday pay shall be at the rate of eight (8) hours straight time pay for regular full-time employees. Regular part-time employees as defined in Section 7 shall receive holiday pay on a prorated basis according to hours worked. See Appendix A for a listing of the eleven (11) paid holidays.

Employees will receive double time (2.0 times their regular pay rate) for all hours actually worked on the holidays listed in Appendix A. This applies to the actual calendar dates of the holidays, rather than the dates SPU observes the holidays.

Use of the one (1) paid floating holiday shall be scheduled in advance and is subject to the Supervisor's approval. Such day must be used during the current calendar year or is forfeited. The employee has the option of taking the floating holiday as one eight (8) hour period or two four (4) hour periods of time. The SPU Finance Department may re-designate a full day of Vacation time usage by an employee to Floating Holiday as a courtesy to prevent forfeiture.

As a condition of eligibility for holiday pay, an employee must work all hours for which he/she is scheduled on the work days immediately preceding and following the holiday, even if there are weekend days in between. Employees on an unpaid leave of absence (unless it is a covered Family Medical Leave absence) or on layoff are not eligible for holiday pay. Absence attributable to paid vacation, paid jury duty, paid funeral leave, compensatory time, or fire call shall not affect an employee's eligibility for holiday pay provided the employee otherwise works his/her preceding and following scheduled work day. Any other exceptions shall require the Utility Manager's approval.

Excluding Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day, if any of the foregoing listed holidays falls on a Saturday, that holiday will be observed on the preceding Friday. Any holiday falling on a Sunday will be observed on the following Monday. When Christmas Eve and Christmas Day or New Year's Eve and New Year's Day fall on Friday/Saturday, the respective holidays will be observed on the immediately preceding Thursday/Friday; whereas when Christmas Eve and Christmas Day or New Year's Eve and New Year's Day fall on Saturday/Sunday, the respective holidays will be observed on the immediately preceding Friday and following Monday; whereas when

Christmas Eve and Christmas Day or New Year's Eve and New Year's Day fall on Sunday/Monday, the respective holidays will be observed on the immediately following Monday/Tuesday.

## **11. Paid Parental Leave**

Employees who meet the eligibility criteria and have a qualifying event, shall receive 240 hours (prorated for less than 1.0 FTE) of Paid Parental Leave once per year for the birth, adoption, or foster placement of a child. The purpose of this leave benefit is to provide employees additional flexibility and time to bond with their new child, adjust to their new family situation, and balance their personal obligations. See the Paid Parental Leave policy in the SPU Rules and Regulations Manual for more details.

## **12. Personal Leaves of Absence**

A regular full-time or regular part-time employee may, upon written request to the Utility Manager, be granted a Leave of Absence without pay or the accrual of any benefits for one of the following reasons:

1. To enable an employee to engage in a course of study that will enhance his/her usefulness to SPU.
2. To enable an employee to take a temporary position in other employment where the job experience would afford direct benefit in the performance of the employee's work for SPU.
3. Any other exceptional personal reason considered valid by the Utility Manager.

Original requests for a Leave of Absence without pay shall generally not exceed thirty (30) calendar days in duration. Any request for extension of leave up to an additional thirty (30) calendar days shall be subject to all the requirements of the original request, with the approval of the Utility Manager. The requesting employee shall state the reasons why in his/her opinion the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return.

Benefits will not accrue during the Personal Leave of Absence. An employee will be permitted to continue their coverage under the Group Insurances at their own expense.

The Utility Manager, upon the recommendation of the Supervisor, may approve or disapprove such request on the basis of the operation requirements of the department, availability of temporary substitute employees, the performance and attendance record of the individual, and the reason for the request.

Employees wishing to take such Leaves of Absence must realize that all positions at SPU are subject to elimination. Thus, absolute assurance of reinstatement cannot be given. However, if the position is still in existence and is vacant at the conclusion of the period, the employee may resume his/her same status therein. If the position no longer exists or is filled, every effort will be made to place the employee in a comparable position as soon as possible.

### Active Military Service

Any employee, other than temporary and seasonal employees, who leaves active employment for the purpose of being inducted, entering, determining physical fitness to enter, or performing training duty in the armed forces, either by enlistment, draft, or recall, will be granted a Military Leave of Absence.

Upon the expiration of such Leave of Absence, each employee will be restored to his/her former job classification or to a position of like seniority, status, and pay, unless circumstances at SPU have so changed as to make it impossible or unreasonable to do so. This will be done provided the employee's military service was not for more than four years (unless extended by law):

1. Employees absent 30 days or less must reapply by reporting to work at the beginning of the next regularly scheduled workday.
2. Employees absent 31-180 days must submit an application for reemployment no more than 14 days after release.
3. Employee absent for more than 180 days must apply for reemployment within ninety (90) days after completion of training, service or discharge from active service or within two years of release from hospitalization due to the injury or illness related to military service.

#### Military Training (Reserve/National Guard)

Any full-time employee who, as a member of a military unit of the United States or State of Wisconsin, attends special training assignments, shall be given leave not to exceed fifteen (15) calendar days a year. This special leave shall in no way affect Vacation, Sick Leave or other benefits of the employee's job status. The employee will receive full pay during the absence which shall be computed at any amount equal to one hundred percent (100%) of base pay, less any payments made by the military unit of the United States or the State of Wisconsin.

### **13. Bereavement Leave**

Regular full-time employees shall be allowed bereavement leave without loss of pay, as detailed below. The same policy is provided to part-time employees as defined in Section 7 at a pro-rated basis.

- Five days leave is allowed for the death of a parent, spouse, child, brother, sister, and grandparent of the employee.
- Three days leave is allowed for the death of a great-grandparent, grandparent-in-law, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step parent, step child, and relative of the employee or spouse living in the employee's house.
- One day leave is allowed for the employee to attend the funeral of an aunt, uncle, cousin, step-grandparent, step-grandchild, niece, or nephew of the employee.

Bereavement Leave is not intended to accrue and/or accumulate over time and should be used within a reasonable time. Under extenuating circumstances, the Utility Manager may approve the use of Sick Time for additional leave.

### **14. Fire Call Leave**

A regular employee who is a member of a volunteer Fire Department, may be released from work at SPU without loss of pay to respond to firefighting or other emergency situations. The employee shall return to work immediately upon release by the Fire Chief or other person in charge. Release from work to meet firefighting obligations may be denied where the employee is working on an emergency job. The employee is also subject to earlier call-back, if needed.

### **15. Life Insurance**

Basic life insurance at 1x annual salary, rounded to the nearest thousand dollars, shall be provided and paid for by SPU for all regular employees who are eligible for retirement. Employees are also allowed to purchase a limited amount of additional life insurance. For information on amounts and eligibility, see the SPU Finance Department. The life insurance coverage ceases with termination of employment. In the event of a retirement, life insurance may be continued under the provisions of the policy at the employee's expense. See Appendix A for coverage details.

## **16. Health Insurance**

SPU shall provide medical health insurance for all regular full-time employees and their dependents as prescribed within the terms and conditions of the policy in effect. The same policy is provided to part-time employees as defined in Section 7 at a pro-rated cost or as prescribed by law. The amount of employer-based premium coverage shall be determined and approved by the Commission and is subject to change. This benefit becomes effective the 1<sup>st</sup> day of the month following 1 full month of service. Provisions under COBRA do permit terminated employees and their families the opportunity to continue health insurance coverage at their own expense. Any eligible persons interested in continuing limited health insurance coverage should contact the SPU Finance Department or the City's Human Resources Department. See Appendix A for details on current employer coverage.

## **17. Dental Insurance**

SPU shall provide dental insurance for all regular full-time employees and their dependents as prescribed within terms and conditions of the policy in effect. The same policy is provided to part-time employees as defined in Section 7 at a pro-rated cost. The amount of employer-based premium coverage shall be determined and approved by the Commission and is subject to change. This benefit becomes effective the 1<sup>st</sup> day of the month following 1 full month of service. Provisions under COBRA do permit terminated employees and their families the opportunity to continue dental insurance coverage at their own expense. Any eligible persons interested in continuing limited dental insurance coverage should contact the SPU Accounting Department or the City's Human Resources Department. See Appendix A for details on current employer coverage.

## **18. Retirement Plans**

SPU employees hired prior to January 1, 2013, are eligible to participate in the SPU Employees' Pension Plan, a single-employer defined benefit retirement plan. The Plan is covered by the SPU Commission which has the right at any time to amend the plan. The Utility funds this Plan annually with the actuarially-determined contribution. A full description of the Plan is available in the SPU Finance Department. This plan is closed to new participants.

Effective January 1, 2014, SPU established the SPU Employees Retirement Plan, a defined contribution plan. The Plan is covered by the SPU Commission which has the right at any time to amend the plan. All employees hired on or after January 1, 2013 (but prior to January 1, 2017) participate in this plan once they meet the eligibility and entry requirements. The Utility makes an annual contribution of a pre-determined percentage of gross wages after the end of the prior calendar year and after the amount is certified by the third-party administrator. A full description of the Plan is available in the SPU Finance Department. This plan is closed to new participants.

All regular employees working at least 1200 hours per year are eligible to participate in the Wisconsin Retirement System (WRS), administered through the Department of Employee Trust Funds (or grandfathered in the SPU Employees' Pension Plan or SPU Employees Retirement Plan). Participation is effective immediately. A full description of the WRS retirement program is available in the SPU Finance Department. See Appendix A for details on current coverage.

### **Extension of Insurance to Retiring Employees:**

SPU shall permit retiring employees to continue the 'Group Health/Dental Insurance at the retired employee's expense until they exhaust their Sick Leave conversion amount (if chosen in lieu of having their Sick Leave paid out at retirement, up to the allowable amount). Any subsequent changes to the Health/Dental Insurance policy shall be effective for retired employees.

## **19. Longevity/Retention**

Regular full-time employees shall receive annual longevity pay, beginning on their five (5) year anniversary date. Each employee shall receive \$100 after five (5) complete years of service, plus an additional \$25 for each year of service thereafter. Regular part-time employees as defined in Section 7, Hours of Work, shall be credited with one (1) year of service toward the longevity calculation if they work a minimum of 1,560 hours per anniversary year (typically a minimum 30 hours-per-week schedule). Payment will be made with the paycheck which includes the pay period of their anniversary date.

Employees who are employed in the classification of Lead Lineworker, Journey Lineworker, or Substation Technician as of January 1 of the current year are eligible for a retention bonus if they are still employed at SPU on December 31 of the same year. See Appendix A for dollar amount(s). The bonus will be paid out the following January.

## **20. Additional Voluntary Benefits**

A full description of any of the following benefits programs is available in the SPU Finance Department or the City's Human Resources Department.

### Deferred Compensation Program (Retirement)

All employees may elect to participate in the 457 Deferred Compensation Program that SPU offers at their expense.

### Long Term Disability Insurance

Employees working at least part-time (as defined in Section 7) may elect to purchase Long Term Disability coverage that SPU offers at their expense. This benefit becomes effective the 1<sup>st</sup> day of the month following 1 full month of service.

### Income Continuation Insurance

Employees eligible for WRS receive income continuation coverage with a 180 day waiting period administered through the Wisconsin Department of Employee Trust Fund. Each employee has the ability to buy down to a shorter waiting period at their own expense. This benefit is effective the first day of the calendar month that first occurs within 30 days of hire, or within 30 days of becoming a WRS-participating employee if the employee was not considered a participating employee at the time of hire.

### Section 125 Cafeteria Plan and Flexible Spending Accounts (Brenda to revise)

All employees may elect to participate in the premium-only and Medical/Dependent Care Reimbursement Programs that SPU offers. The cafeteria plan and flexible spending account is a means whereby employees are given a voluntary choice to have certain employee benefits paid on a "before-tax" basis.

### Vision Insurance

Employees working at least part-time (as defined in Section 7) may elect the Vision Insurance coverage SPU offers at their expense. This benefit becomes effective the 1<sup>st</sup> day of the month following 1 full month of service.

### Other Voluntary Benefits

Employees may choose to enroll in additional voluntary benefits offered through payroll deduction, including Excess Medical and Accident Plans. These benefits become effective after each appropriate waiting period.

### **21. Uniforms/Boot Allowance**

For employees who work outdoors, SPU will furnish uniform and steel-toed boot allowances. In addition, the Utility Manager reserves the right to manage the program accordingly, such as purchasing through a specific store, vendor, or distributor. As needed, the Employer will also furnish employees with safety apparel, caps, gloves and t-shirts. See Appendix A for employee allowances.

### **22. Tuition Reimbursement Program**

Sun Prairie Utilities strongly feels that continuing education for its employees is an important benefit. Therefore, when a regular full-time or part-time employee seeks additional education relating to either employee's current or potential future position, the Utility Manager will consider and approve reimbursing 100% of tuition and mandatory course materials (or consider reimbursing a prorated percentage for part-time employees) given the following conditions are met:

1. The course credits are curriculum requirements or electives leading toward a degree (Associate, Bachelor's, Master's, etc.) or other measure of advanced education at an accredited college, university, or technical college.
2. The pursued degree or measure of advanced education is considered job-related. Job-related refers to the employee's position or prospective position at Sun Prairie Utilities.
3. Course tuition reimbursement approval is acquired in advance from the Utility Manager.
4. Employee has submitted the official transcript showing successful course completion and tuition/books payment reimbursements receipts to the Utility Manager or Finance Department.
5. Employee has achieved a grade of B or better, a numerical grade equivalent to B, or has satisfactorily completed all coursework (only when letter or number grades are not provided).

Within five (5) working days of receipt, the Utility Manager will:

1. Review employee reimbursement requests in advance of employee taking the course.
2. Review course completion transcript and payment reimbursement request and forward approval to the SPU Finance Department for reimbursement.
3. Review and respond to any exception requests.

Miscellaneous:

1. Reimbursables only include tuition and mandatory course materials (travel expenses, meals, and parking will not be reimbursed).
2. The employee must use his/her own time to attend the course. For courses that meet during the employee's work day, the employee may, with prior approval, make up the time missed from work provided the time is made up within the same work week.

### **23. Jury or Witness Duty Leave**

An employee, who serves on a jury or as a witness in any case and causes the loss of regularly scheduled work, shall receive regular earnings less court fees paid to him/her (excluding overtime, parking fees or mileage reimbursements).

### **24. Worker's Compensation**

SPU employees operate under and are subject to the Wisconsin Worker's Compensation Act. If any employee suffers an accidental injury or disablement as the result of occupational disease, arising out of and in the course of his/her employment, he/she should report the incident immediately to their supervisor.

All related billings and record of time off, due to accidental injuries or occupational illness, must be forwarded to the SPU Finance Department, who will forward to the City's Human Resources Department. Benefits will be paid under Worker's Compensation and not under the Group Insurance plan.

An employee incurring a physical injury while on the job for SPU will, if the injury is disabling, receive full pay for the period of total temporary disability not to exceed eight (8) months in any twelve (12) month period. Accumulated Sick Leave will not be used for this purpose. Group Health Insurance and Life Insurance coverage will be provided by SPU during the above defined period. All other benefits will accrue during the job-related disability.

3. Any hours lost due to the on-the-job injury/illness should be recorded on the individual's timesheet and notice given to Human Resources.

If the employee is determined by SPU to be capable of working at some level and capacity of Light Duty Status, SPU may assign the employee to such duties, if in the opinion of the employer, such assignment is consistent with the efficient performance of available work and will not result in a hardship to SPU. SPU shall consult with the employee and such medical and/or professional personnel as may be appropriate, and shall give the employee notice of any such assignment, and the terms of such assignment.

For more information, see the SPU Rules & Regulations Manual for Workers Compensation and Light Duty Policies.

### **25. Employees Required to Possess Commercial Driver's Licenses**

Job descriptions determine which positions require a valid Commercial Driver's License (CDL). SPU will pay all expenses related to acquiring a CDL for those employees required to have one. SPU will also pay the difference between the fee for a regular driver's license and a commercial driver's license at the time of renewal.

In the event that a Commercial Driver's License holder loses his/her CDL from a non-Commercial Motor Vehicle (non-CMV) conviction and remains available for work, the Commission may temporarily exempt the subject employee from the CDL requirement. Such status shall be based on the following factors:

1. The availability of suitable and necessary work within the employee's current department.
2. The employee's overall employment history, including but not limited to skill set,

disciplinary record, and attendance record.

The Commission's application of these factors shall not be arbitrary or capricious. In addition, the temporary status will be subject to the following:

1. The employee will be paid at 90 percent of the employee's hourly wage.
2. This status is not to be construed as a permanent position and will only apply during the CDL suspension period.
3. The employee placed in this status will be expected to perform all of their regular job duties except those requiring a CDL.
4. This status shall generally not exceed three hundred sixty-five (365) days and such status may be terminated at any time by SPU for good cause.
5. This period of continued employment during a CDL suspension (arising from a non-CMV conviction) will generally only be afforded to an employee once during their employment with Sun Prairie Utilities.
6. If a second CDL suspension period is imposed upon an employee, they will generally be deemed unqualified to continue in their position and will be subject to termination. In addition, this continued employment period will not apply to probationary employees with less than 6 months of service.

## **26. Transfer, Promotion, Demotion and Reclassification**

For posted vacancies, each interested employee must file a formal application for the vacant position within the application period with the City of Sun Prairie Human Resources Department.

Employees are encouraged to discuss promotional opportunities with their supervisors. Whenever possible, in-service training programs shall be established which prepare employees for promotional opportunities. In addition, employees may be given increasingly responsible work assignments to assist in preparing them for future advancement.

When an employee accepts a transfer/promotion/ demotion, the new rate of pay will be determined by the Utility Manager, in accordance with the Compensation Plan.

Pay Rates for Work in a Higher Job Classification:

In situations where the assignment or schedule of work requires an employee to perform in a higher level position (higher pay range), a temporary pay rate may be established for a period of that assignment or work schedule. An employee must be working in a higher position for at least sixty-percent of the time for a minimum of thirty days. The temporary pay rate will be determined by the Utility Manager.

## **27. Reductions in Work Force**

Should it become necessary to reduce the SPU workforce due to budgetary restrictions, changes in service requirements, changes in the methods of providing services, or general lack of work, the Utility Manager shall prepare a report and recommendation to identify the most effective manner to implement a general reduction in workforce. Included in the report shall be the Utility Manager's recommendation identifying which position classifications would be affected.

Upon approval of the Commission, the Utility Manager shall implement the reduction in the workforce program. Subsequently, each Supervisor shall submit to the Utility Manager a ranking by position classification of all departmental personnel for lay-off purposes.

SPU reserves the right to manage staffing levels to deliver services to the ratepayers at the highest rate of efficiency and at the lowest possible cost while insuring that the SPU workforce is treated in a fair and equitable manner and in compliance with relevant State Statutes.

Efforts shall be made to transfer employees to other position classifications within the organization to avoid lay-offs. Affected regular employees will be provided with the ability to request, in writing, the ability to accept a demotion rather than a lay-off. The affected employee must possess the minimum qualifications for the lower rank and/or position classification, as defined by the official job description. Affected employees shall be allowed five (5) calendar days from the date they are notified of their pending lay-off to submit a written request asking for consideration to be demoted to a lower and/or lesser position classification.

All employees who are laid off as a result of implementing the reduction in work force, shall be entitled to payment for unused vacation and unused compensation hours. Further, each employee shall receive such assistance as is within the capacity of SPU for locating other employment opportunities. At a minimum, such assistance shall consist of letters of reference, letters of referral, and counseling with respect to accumulated benefits available through SPU and other public institutions.

No form of compensation or other benefits will be provided to an employee who has been laid off, nor shall the employee be eligible to accrue benefits during the period of lay-off.

Nothing in this section shall be construed as limiting the SPU's ability to reduce the compensation received by all employees or a specific position classification of employees. Compensation shall include wages and salaries, as well as, fringe benefits paid for by SPU. SPU also retains the ability to reduce the average number of work hours for all position classifications or any specific position classification based on operational requirements and fiscal capabilities.

SPU shall retain its ability to contract work out and to hire temporary employees.

## **28. Misconduct – Unacceptable Performance**

The continued employment of Sun Prairie Utilities' employees shall be contingent upon acceptable conduct, satisfactory job performance and compliance with the personnel rules and regulations. Failure to display acceptable job performance or the violation of the personnel rules and regulations shall be cause for disciplinary action including reprimands, suspension without pay, or dismissal. The exact form of discipline shall depend on the seriousness of the offense committed. See the Code of Conduct policy and Employee Grievance Procedure in the SPU Rules and Regulations Manual for more detailed information.

## **29. Employee Access to Personnel File**

Employees are permitted to inspect and copy any material which is contained in their personnel file. If an employee disagrees with certain items in his/her file, such as a disciplinary action, the employee may submit a concise statement of disagreement for inclusion in his/her personnel file. If factual information is demonstrated to be incorrect by the employee, it will be corrected. No documents or other information shall be removed from an employee's personnel file without authorization from the Utility Manager.

**APPENDIX A**

<b>Section</b>	<b>Benefit Type</b>	<b>Effective</b>	<b>Benefit Details</b>
7	Hours of Work (Stand-By)	1/1/00	9 hours at time and one half for each standby week 4 hours at time and one half add'l for each stand-by week holiday.
8	Vacation Years 0-15: 80 + (8*Years) Years 16+: 200 + ((Years-15)*4), maximum 240	5/20/19	Start Date: 80 hrs Anniversary 13: 184 hrs Anniversary 1: 88 hrs Anniversary 14: 192 hrs Anniversary 2: 96 hrs Anniversary 15: 200 hrs Anniversary 3: 104 hrs Anniversary 16: 204 hrs Anniversary 4: 112 hrs Anniversary 17: 208 hrs Anniversary 5: 120 hrs Anniversary 18: 212 hrs Anniversary 6: 128 hrs Anniversary 19: 216 hrs Anniversary 7: 136 hrs Anniversary 20: 220 hrs Anniversary 8: 144 hrs Anniversary 21: 224 hrs Anniversary 9: 152 hrs Anniversary 22: 228 hrs Anniversary 10: 160 hrs Anniversary 23: 232 hrs Anniversary 11: 168 hrs Anniversary 24: 236 hrs Anniversary 12: 176 hrs Anniversary 25: 240 hrs
9	Sick Leave	1/1/00	One 8-hour day per month
9	Sick Leave Payout at Retirement	2/18/13	Positions-[Non-Exempt Hourly except Ops Admin, Accounting Asst] 520 hours maximum with 15 years of service Positions-[Exempt Salary, Operations Admin, Accounting Assistant] 720 hours maximum with 15 years of service; 960 hours maximum with 20 years of service
10	Holidays	5/20/19	New Year's Day July 4 Christmas Eve MLK Jr Day Labor Day Christmas Day Spring Holiday Thanksgiving Day New Year's Eve Memorial Day Friday after T-Giving
15	Life Insurance	1/1/00	SPU benefit: 1 x [Annual Salary] Employees Option: Supplemental, Additional and/or Spouse/Dependent Coverage at their own expense.
16	Health Insurance	1/1/16	SPU-paid benefit: Lowest-cost Single and Family Plan Mo. Premiums upon completion of annual wellness screening/questionnaire
17	Dental Insurance	1/1/14	SPU-paid benefit: Single and Family Monthly Premiums = 100%
18	Retirement Plans (1) Defined Benefit Pension (2) Defined Contribution Pension (3) Wisconsin Retirement System	1/1/17	<u>(1)Employer annually contributes 100% of actuarially-calculated contribution</u> <u>(2)Employer annually contributes 8.5% of prior year's gross wages</u> <u>(3)(WRS) – Required Employer and Employee (pre-tax) contributions determined by ETF Board annually; 2019 rate for each is 6.55%</u>
19	Longevity/Retention	1/1/09	<u>Positions-[All]</u> \$100 for 5 years of service plus \$25 for each additional year [Annual]. Paid on anniversary. <u>*Positions-[Lead Lineworker - \$1,250, Journey Lineworker \$750, Substation Technician \$750]</u> <u>*Paid the following January if employed in position for entire year.</u>
20	Voluntary Benefits	1/1/08	Voluntary employee-paid benefits including Long-Term Disability, Excess Medical and Accident Plans, and Vision Insurance (Single \$6.82/mo Family \$16.99/mo),
21	Uniforms/Boot Allowance	1/1/11	<u>Positions-[Lead Lineworker, Lineworker, Substation Tech]</u> Uniform: \$1,400 Initial, \$750 Annual; Vendor - Tyndale Steel-Toed Boot: \$100 Annual <u>Positions-[Lead Water Operator, Water Operator, Maintenance]</u> Uniform: \$300 Initial, \$250 Annual; Store – Blaine's Farm & Fleet Steel-Toed Boot: \$100 Annual <u>Positions-[Meter Reader, Inventory Control]</u> Uniform: \$200 Initial, \$150 Annual; Store – Blaine's Farm & Fleet Steel-Toed Boot: \$100 Annual

**ACKNOWLEDGMENT OF RECEIPT  
AND STATEMENT OF  
EMPLOYEE UNDERSTANDING**

I, \_\_\_\_\_, have received a copy of the Sun Prairie Utilities Personnel Manual.

My signature indicates that I did receive a copy of the Sun Prairie Utilities Personnel Manual officially approved by the Sun Prairie Utilities Commission on \_\_\_\_\_. I understand that the rules, regulations and procedures set forth in this Manual will govern my employment with Sun Prairie Utilities. I further acknowledge that it is my responsibility to thoroughly review this Manual and familiarize myself with the contents of this Manual. This Personnel Manual is understood to form the parameters for my employment with Sun Prairie Utilities.

I understand that this manual is not intended to create, nor is it to be construed to constitute, a contract between Sun Prairie Utilities and any one or all of its employees. Employees of the Sun Prairie Utilities are employees at-will and Sun Prairie Utilities reserves the right to modify, revoke, suspend or terminate any or all of the plans, policies and procedures described herein.

I understand that this Manual is the property of Sun Prairie Utilities and I agree to keep the Manual in good condition and update the material when necessary. Upon my separation of employment from Sun Prairie Utilities it will be my responsibility to return this Manual no later than my final day of employment.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE