

**PERSONNEL COMMITTEE****APRIL 24, 2023**

The meeting was called to order at 7:14 PM by Mayor Guinn with the following roll call:

Attendee Name	Title	Status	Arrived
Jack Abbott	Aldersperson	Present	
Kim Olson	Aldersperson	Present	

Also present were Aldersperson Joseph Riese, Bob Smith, and Roger Smith, as this was a Meeting of the Whole, Mayor John Guinn, Comptroller/Treasurer Angela Runde, and City Clerk Anastasia Gonstead.

**APPROVAL OF MINUTES****Approval of the March 27, 2023 Personnel Committee Meeting Minutes**

Motion to approve the March 27, 2023 Personnel Committee meeting minutes made by Aldersperson Abbott, second by Aldersperson Roger Smith. No discussion. 4-0, approved. Aldersperson Olson abstains from voting.

**CITIZEN COMMENTS**

None

**CLOSED SESSION****Convene in Closed Session Pursuant to Section 19.85(1)(C) Considering Employment, Promotion,**

Aldersperson Olson stated nobody asked her to put this on the agenda. Comptroller/Treasurer Runde explains they cannot deny an employee the opportunity to go into closed session if they make the request.

Motion by Aldersperson Roger Smith to go into closed session. No immediate second to said motion. Comptroller/Treasurer Runde explains she can do this in open session if that's what they are going to decide. Aldersperson Olson indicates she would prefer that.

Comptroller/Treasurer Runde explains she requested the closed session, which she had been denied. That she wanted to go into closed session and that she has had personal issues with some of the Council members. Made the statement they have refused, although it is within her rights.

Aldersperson Roger Smiths asks if there is anything that can be done to change her mind. Comptroller/Treasurer Runde explains she would have preferred to discuss this privately. She stated that she can leave immediately, if that is what they like. That this is a sensitive time. Aldersperson Bob Smith inquires if she would be willing to stay for two weeks or up to a month. Comptroller/Treasurer Runde explained she can discuss that with the Mayor later. Aldersperson Roger Smith explains there are clearly issues of which he is unaware. Comptroller/Treasurer Runde explained she is again going to ask if the committee is going to grant her her right to a closed session on this matter. Mayor Guinn went on to add that they are putting the City at risk by denying an employee their right to a closed session. Aldersperson Bob Smith pointed out this would be a good time to have the City Attorney present. Aldersperson Roger Smith stated he was not comfortable with not affording Comptroller/Treasurer Runde the opportunity to go into closed session. Aldersperson Olson tells Comptroller/Treasurer Runde she could have contact Aldersperson Olson at any time, but that Comptroller/Treasurer Runde finds her to be inferior or insignificant.

Aldersperson Roger Smith states there are clearly differences of opinion between some of those present and Mayor Guinn. That he fails to understand the unwillingness to work together and, instead, will let a very qualified individual walk out the door at a risky time for the City. He further states we do not have someone that can just be dropped into that position.

Aldersperson Joseph Riese seconds the motion to go into closed session.

Aldersperson Bob Smith goes on to explain State law has strict guidelines in which they are able to go into a closed session, there are specific requirements. He states that if they vote yes to go into closed session, they are personally subject to fine if they do not have reason to go into closed session. He states that you may attend the closed session, but you protect yourself by not voting to go into it. He further explains he is reluctant to go into this closed session, as he has never heard of a self-imposed review. He states it makes it look like, on the agenda, that the chairman did it. He further explains he believes this is an opportunity for the Comptroller/Treasurer to review their performance, not her own.

Mayor Guinn explains the City employees sign a handbook. That the City has always, as a matter of policy, had employee specific matters in closed session. That the City is subject to litigation. Aldersperson Bob Smith again states he has never heard of a self-imposed review.

Mayor Guinn states they do not have to like one another, but they need to work together. Aldersperson Olson asks if Mayor Guinn leaves will Comptroller/Treasurer Runde stay. Aldersperson Roger Smith stated Comptroller/Treasurer Runde is tendering her resignation and they need to be able to talk with her. Aldersperson Riese asks Aldersperson Abbott his opinion. Aldersperson Abbott states he does not understand why this evaluation of Comptroller/Treasurer Runde is happening early.

Roll vote taken:

Aldersperson Roger Smith - Yes/Aye

Aldersperson Riese - Yes/Aye

Aldersperson Olson - No/Nay

Aldersperson Bob Smith - No/Nay

Aldersperson Abbott - No/Nay

Vote is 2-3, Motion is defeated.

**Discuss, with Possible Action, the Performance Evaluation of the Comptroller-Treasurer Position**

N/A - Motion to go into closed session was defeated.

**Reconvene into Open Session With Possible Action**

N/A - Motion to go into closed session was defeated.

**OTHER ITEMS OF DISCUSSION/POSSIBLE ACTION**

**Discuss, with Possible Action, Additional Deputy Clerk Position**

Motion by Aldersperson Roger Smith to explore hiring an additional deputy clerk position, list the position using the previous hiring standards. Aldersperson Riese asks for clarification if the motion is for fulltime or part-time. Aldersperson Roger Smith states fulltime, but he is agreeable to

amending as he doesn't want the fulltime designator to kill the motion. Second by Alderperson Riese.

Discussion. Alderperson Abbott states he cannot see going into something such as this without knowing where the City is at financially. Mayor Guinn states that is a fair point, he adds that over a period of years the City has made numerous cuts. That perhaps they should look at scaling back what the City is involved in. Alderperson Bob Smith explains the City has divulged themselves of the golf course, that they are stuck with the TAG Center. Asks what else Mayor Guinn is referencing. Mayor Guinn states he would suggest ending the revolving loan fund and the things filtered through the Community Development Authority. There is much talking over one another at this point. Alderperson Riese is able to break through and implores the alderpeople and the mayor to let one another talk, try to stay calm, and limit themselves as they need to make decisions and still get home tonight. Mayor Guinn thanks Alderperson Riese for this.

Alderperson Bob Smith states he supports Alderperson Roger Smith's motion. He indicates he has had people mention to him that it would be nice if the City Hall doors were always unlocked, that the citizens should be able to come in whenever. Alderperson Olson states she believes the "three" should be out front - the City Clerk, the Deputy Clerk, and the "Other one in back." Alderperson Abbott states he agrees that when a citizen comes to City Hall, they should be able to talk with somebody. Alderperson Olson comments she does not feel there must be much need if the former Deputy Clerk was terminated.

Alderperson Riese states he is open to exploring this option, but he wonders if they need to put a price tag on it or not. He explains they could use landfill money to cover the position for the first year and then appropriately work it into the budget for subsequent years. Comptroller/Treasurer Runde explains that by going back and cleaning up some of the benefits, she has been able to recuperate approximately \$30,000. Additionally with the staffing changes and there is cushioning where not all the same benefits are being used by the current staff. The City is also paying a lot toward extra services for clean up and such with the auditors. Alderperson Abbott asks for clarification, that he thought we are audited every year. Comptroller/Treasurer Runde explains the City has paid in excess due to the needed clean up, assistance when we do not have help to handle it or when we do not have time to do what is required, properly. Alderperson Abbott asked where these positions stop. Alderperson Bob Smith stated those were from mistakes of the previous Comptroller/Treasurer. That they have hired someone to come in and help now, not tell them what they have been doing wrong.

Alderperson Olson reiterates that there needs to be staffing for City Hall five days a week, during standard business hours.

Motion by Alderperson Roger Smith to post for an additional Deputy Clerk position, full-time, at a rate of \$17-19 per hour. Second by Alderperson Riese. No further discussion.

Roll vote -

Alderperson Roger Smith - Yes/Aye

Alderperson Riese - Yes/Aye

Alderperson Olson - No/Nay

Alderperson Bob Smith - Yes/Aye

Alderperson Abbott - Yes/Aye

4-1, motion carries.

**Discuss, with Possible Action, Necessary Changes to Phone System for Remote Work Capability**

Aldersperson Riese had asked this be added to the agenda. Explained City Clerk Gonstead did give him an update on this issue. City Clerk Gonstead explained the phone has capability of voicemail to email, around the time of the Spring Election a helpdesk ticket was put in because this function was not working. They phone company explained that this happens with regularity. When they tried to fix it remotely, they were unable, that they then sent out an individual repairperson who was unable to fix the matter either. She stated she then asked them to provide an email of what, specifically was going on, the response was that our warranty lapsed in January of 2022, that the voicemail to email function is not working, the web portal cannot be accessed, and they cannot gain access to the Mitel phone access administrator application. They provided a yearly and monthly amount for cost. City Clerk Gonstead inquired for further specifics and a comprehensive quote, as they indicate we are working off an old version. At this time, there has been no response at this time, despite a follow up email. City Clerk Gonstead further explained the phones general functions still work, that there are workarounds to physically forward a desk phone to another.

Aldersperson Bob Smith asked if it is the phones themselves. Aldersperson Riese explained it appears to be outdated in general. Aldersperson Bob Smith asked how important this is. Mayor Guinn states he does not believe it is too important, as it still has the regular functions needed to conduct business.

Aldersperson Riese explains he would like to see the quotes and revisit this in the future. Matter tabled to next month's meeting.

<b>RESULT:</b>	<b>TABLED</b>	<b>Next: 5/22/2023 6:00 PM</b>
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**Discuss, with Possible Action, Suspending Remote Work Capability for Employees Until Remote Phone**

Aldersperson Riese explains, based on what was just learned about the phones, he feels this one is okay to be left alone. Withdrawn.

<b>RESULT:</b>	<b>WITHDRAWN</b>
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**Discuss, with Possible Action, Payroll Processing Day**

Aldersperson Riese explains he had this added to the agenda. He explains the payroll processing day has been changed from what everyone is used to happening in practice. For at least two years, we always saw the deposit on every other Thursday, going into Friday morning. That his concern lies with having City employees on staff, who were hit with this change unexpectedly. Aldersperson Riese went on to explain, when a big change occurs, notice should be sent to employees, as in this case it could have had financial implications.

Mayor Guinn asked if the intent is to change the deposit to Thursdays.

Motion by Aldersperson Riese to, on payroll weeks, to process the ACH on Wednesday, deposit to be made on Thursday, with the exception to holidays, effective immediately. Second by Aldersperson Bob Smith.

Roll Vote -  
Aldersperson Riese - Yes/Aye  
Aldersperson Bob Smith - Yes/Aye  
Aldersperson Olson - Yes/Aye  
Aldersperson Abbott - Yes/Aye  
Aldersperson Roger Smith - Yes/Aye

5-0, unanimous.

**Discuss with Possible Action Updating the Employee Handbook**

Motion to table to next month's meeting made by Aldersperson Riese, second by Aldersperson Abbott. 5-0, unanimous.

**ADJOURNMENT**

Motion to adjourn at 8:23 PM by Aldersperson Abbott, second by Aldersperson Olson. 5-0, unanimous.

Meeting adjourned at 8:23 PM.

Anastasia Gonstead, City Clerk

## CITY OF MAYVILLE POSITION DESCRIPTION

**POSITION TITLE:** Comptroller/Treasurer (Exempt)

**DATE:** February 2007

**REPORTS TO:** City Mayor/City Council

**JOB PURPOSE:** Directs the maintenance of the municipal accounting system and the procedures governing the receipt and expenditures of municipal funds. Prepares and reviews financial reports. Responsible for the City data processing activities including City Budgeting & Audit, Risk & Property Management including Employee Insurance Benefits.

**DUTIES AND RESPONSIBILITIES:** The following duties are normal for the position. These are not to be construed as exclusive or non-inclusive and other duties may be required and assigned.

Develop, evaluate and oversee the implementation and maintenance of accounting systems, policies, and procedures. Maintain and analyze all funds' general ledgers.

Compilation of all budgets including the City's Operating Budget and the Capital Improvement Budget. Conduct internal audits and coordinates independent audits for all City Funds.

Responsible for the preparation of all financial reports. (monthly, quarterly, annual payroll reporting, sales tax reports, federal gas tax report, state and federal grant reporting)

Processes all reconciling, journal entries & investment transfers.

Oversees and performs data processing functions: daily and weekly back-ups, load and maintain new software applications, revisions and system enhancements. Handles research, analysis, purchase, installation and configuration of new computer hardware and software. Serves as the primary contact with hardware and software vendors and consultants.

Maintains special assessment and tax roll receivables, settlements, reporting, and special assessment billing. Works with the County regarding special assessments.

Prepares information, claims and correspondence for the City's Risk Management program (Worker's Comp and Liability Claims) and the Employee Insurance Plans.

Attends Council and Finance Committee meetings. (other meetings as needed)

Serves as liaison with Council, Committees, Boards and Commissions.

Compiles financial information for special projects as directed.

Performs duties as outlined for Treasury in applicable State Statutes.

Files appropriate quarterly returns for FICA, Medicare, Federal Income Tax Withholding, State Income Tax Withholding, and Federal/State Unemployment.

Prepare and reconcile Wisconsin Retirement System reports.

Prepares W-2's and reconciles with year-end reports.

Responsible for Preparing Annual Mill Rate and Statement of Taxes and forwards to County for Tax Bill preparation.

Prepares settlement for General Property Taxes (Real & Personal). Responsible for the collection of taxes.

Shall deposit funds of the City in the Designated Public Depository and maintain the City's Investments. Oversees the Cash Receipting for the City and prepares the monthly bank reconciliation.

Serves as Personnel Officer – Responsible for providing new hires with proper documentation regarding withholdings, insurance, employee manual and other benefits. Maintains and updates all personnel files.

Maintains all financial record keeping of the City.

Maintains the City's chart of accounts.

Supervises financial functions of the City including Accounts Payable, Cash Receipting & Payroll Processing.

Responsible for all audit preparations and functions including City Funds, Golf Course Fund, TIF Audits.

Provides information and assistance to City staff and the general public regarding accounting transactions and related inquiries.

Processes the Golf Course Receipts and Expenditures as it pertains to the Golf Course Operations and also provides accounting assistance to MGC Inc.

Performs other financial duties as assigned.

**POSITION QUALIFICATION:** A Four-year Degree in Accounting and three (3) or more years of financial management experience in a public agency, bank, or business, and strong computer skills are required.

**DESIRABLE KNOWLEDGE AND ABILITIES:** Thorough knowledge of Fund Accounting and modern accounting theory and practice. Thorough knowledge of governmental

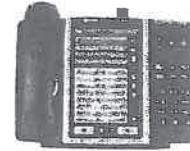
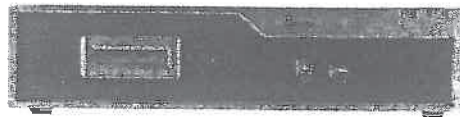
appropriations and budget principles and procedures. Considerable knowledge of municipal borrowing, budgeting, and related phases of municipal laws. Working knowledge of data processing systems to correlate with accounting practice. Ability to prepare complete accounting reports and statements. Ability to establish and maintain effective working relationships with city officials, employees, department heads and general public; or any combination of qualifications, knowledge and abilities that yield the necessary qualities to perform the required job duties.

**SUPERVISION/DECISION-MAKING:** Decisions affect the operation of the entire City. Receives administrative direction, sets own standards and works within overall policies, goals, and budget limits with direct accountability of final results.

**INTERACTION:** Frequent inside and outside contacts other than with co-workers, immediate supervisor, and taxpayers. Contacts involve matters where judgement must be exercised to obtain approval where differences of opinions exist.

Comptroller Treasurer Job Description 02/07

Signed 9-15-14

**PROFESSIONAL COMMUNICATION SYSTEMS**

## **A Mitel MiVoice Office HX Controller IP/Digital Server Communication Platform**

**IP Phone Solution**

### **PROPOSAL FOR:**

**City of Mayville  
25 South School Street  
Mayville, Wisconsin 53050**

***Presented To:***

**Mr. Christopher MacNeill  
Ms. Lois Krueger**

***Presented By:***

**Mr. Steve Crowe**

***Presented On:***

**September 4, 2014**

This proposal contains proprietary and price dated information  
that shall remain in effect for 30 days from the date of presentation.

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Phone: 262-790-1800 ★ Fax: 262-790-0080 ★ 4575 North 124th Street ★ Butler, WI 53007 ★ [www.procom.com](http://www.procom.com)

Attachment: Signed 09152014 - City of Mayville-Signed MiVoice Office IP Solution Proposal (4794 : Discuss, with Possible Action, Necessary



**PROFESSIONAL COMMUNICATION SYSTEMS**

## MISSION STATEMENT



**Professional Communication Systems (PCS)** is dedicated to providing advanced, high quality integrated telecommunications, network and information systems, which enhance our Customer's competitiveness and efficiency. Our goal is to provide complete customer satisfaction through unparalleled full service and system support, while maintaining price performance leadership.

- 1) PCS shall team and sustain long lasting relationships with leading manufacturers and network service suppliers who share our goal of **Complete Customer Satisfaction**.
- 2) PCS shall deploy products and services which stand the test of time and maintain a high level of reliability, serviceability and cost effectiveness.
- 3) PCS shall assist our Customers in developing short and long term system strategies for their organizations. PCS shall design and recommend an integrated system solution, utilizing proven technologies which improve our Customer's effectiveness.
- 4) PCS shall provide our Customers with full service support, professional system installation and thorough user training. PCS shall attend to all details and will meet and exceed our Customer's expectations.
- 5) PCS shall provide exceptional ongoing service support by maintaining fast response to Customer service requests. PCS shall be available to fulfill Customer requests 7 days per week, 24 hours per day. PCS shall utilize necessary resources to quickly close out all service affecting situations.
- 6) PCS shall provide **C.A.R.E.** for our Customers....

**...Customers Always Receive Excellence**

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Phone: 262-790-1800 ★ Fax: 262-790-0080 ★ 4575 North 124th Street ★ Butler, WI 53007 ★ [www.profcom.com](http://www.profcom.com)



**City of Mayville  
15 South School Street  
Mayville, Wisconsin 53050**

**City Hall and Police Department-Schedule of Equipment**

**A Mitel MiVoice Office HX Controller IP/Digital Communication Server Equipped for:  
4-Analog Trunks, 4-Analog Station Ports, 1-ISDN PRI  
29-IP Phones & 4-Ports Voice Processing**

**Schedule 1**

<b><u>Quantity</u></b>	<b><u>Description</u></b>
1	<b>Mitel MiVoice Office IP Server Package with Unified Voice Mail including:</b> <ul style="list-style-type: none"><li>▪ Base MiVoice Office HX Controller Chassis.</li><li>▪ Mitel MiVoice Office Processor Mdi.</li><li>▪ Mitel MiVoice Office v6.1 Software.</li><li>▪ Mitel v6.0 DVD-NA.</li><li>▪ Mitel MiVoice Office Software License Key.</li><li>▪ Mitel Software Site License.</li><li>▪ Mitel PRI Software License.</li><li>▪ Mitel IP Identifier License.</li><li>▪ (16) Mitel IP Endpoint Category "D" Licenses.</li><li>▪ (4) Mitel MiVoice Office License Single Port Basic Voice Mail.</li><li>▪ Mitel MiVoice Office Dynamic Extension Express System License.</li><li>▪ Mitel MiVoice Office UVM Email Synchronization System License.</li><li>▪ Mitel MiVoice Office Meet-Me Conference Bridge System License.</li><li>▪ Mitel MiVoice Office Hot Desking System License.</li></ul>
1	Mitel MiVoice Office 2GB Compact Flash Card.
1	Mitel Dual T1/E1/PRI Module.
13	Mitel MiVoice Category D IP Phone Licenses.
22	Mitel 5320E Backlit LCD Self-Labeling Display-11 Programmable Keys-Handsfree IP Endpoint.
5	Mitel 5340E Backlit LCD Self-Labeling Display-42 Programmable Keys-Handsfree IP Endpoint.
2	Mitel 5304 LCD Display-8 Programmable Keys-IP Endpoint..
2	HP ProCurve 1910 24-Port Gigabit Power over Ethernet Switch.
1	Mitel Standard Software Assurance-1-Year.
1	Minuteman EN600VA Battery Backup UPS/Surge Protection.

**Total Schedule 1 Price: \$13,240.00**



**PROFESSIONAL COMMUNICATION SYSTEMS**

**City of Mayville  
400 Kekoskee Street  
Mayville, Wisconsin 53050**

### **Mayville Water Utility-Schedule of Equipment**

**A Mitel MiVoice Office HX Controller IP/Digital Communication Server Equipped for:  
4-Analog Trunks, 4-Analog Station Ports, 8-IP Phones & 4-Ports Voice Processing**

#### **Schedule 2**

<b><u>Quantity</u></b>	<b><u>Description</u></b>
1	<b>Mitel MiVoice Office IP Server Package with Unified Voice Mail Including:</b> <ul style="list-style-type: none"> <li>▪ Base MiVoice Office HX Controller Chassis.</li> <li>▪ Mitel MiVoice Office Processor Mdi.</li> <li>▪ Mitel MiVoice Office v6.1 Software.</li> <li>▪ Mitel v6.0 DVD-NA.</li> <li>▪ Mitel MiVoice Office Software License Key.</li> <li>▪ Mitel Software Site License.</li> <li>▪ Mitel PRI Software License.</li> <li>▪ Mitel IP Identifier License.</li> <li>▪ (16) Mitel IP Endpoint Category "D" Licenses.</li> <li>▪ (4) Mitel MiVoice Office License Single Port Basic Voice Mail.</li> <li>▪ Mitel MiVoice Office Dynamic Extension Express System License.</li> <li>▪ Mitel MiVoice Office UVM Email Synchronization System License.</li> <li>▪ Mitel MiVoice Office Meet-Me Conference Bridge System License.</li> <li>▪ Mitel MiVoice Office Hot Desking System License.</li> </ul>
1	Mitel MiVoice Office 2GB Compact Flash Card.
1	Mitel 5340E Backlit LCD Self-Labeling Display-42 Programmable Keys-Handsfree IP Endpoint.
7	Mitel 5320E Backlit LCD Self-Labeling Display-11 Programmable Keys-Handsfree IP Endpoint.
2	Mitel Power Supply with Cord Assembly (For Garage).
1	TRENDnet - 8 Port GB PoE Switch
1	Mitel Standard Software Assurance-1-Year.
1	Minuteman EN600VA Battery Backup UPS/Surge Protection.

**Total Schedule 2 Price: \$3,639.00**

#### **Pricing Summary- Schedules 1 & 2**

**Total Purchase Price: \$16,879.00 plus sales tax if applicable.**

#### **Windstream EFS Leasing \$1 Buyout Payment Option**

**\$ 281.00 per month - 60 Month Lease Term.**

**Note: 2-Advance Payments, Refundable Deposit Required.**

#### **Includes:**

Initial Installation.  
End User Training.  
PCS Customer CARE Service Program  
**Mitel Collaborate and Communicate Discount Promotion.**  
Removal of Existing Nortel Norstar phone system and voice mail.  
Removal of Allworx system at Water Utility.



**PROFESSIONAL COMMUNICATION SYSTEMS**

## Purchase Agreement

### Schedule 1 & 2

Professional Communication Systems of Wisconsin Inc., hereinafter referred to as "PCS" agrees to provide the equipment and/or services as itemized in Schedule of Equipment of this agreement **City of Mayville**, hereinafter referred to as "Customer" agrees to pay for said equipment and/or services as follows:

- ☐ **Cash Purchase.** Customer agrees to pay 25% of the total price, \$ **4,220.00** upon signing. 65% of the total price \$**10,972.00** is due upon equipment delivery and prior to the cutover and connection of the local central office facilities to the system. 10% of the total price \$ **1,687.00** is due net 30 days from receipt of final invoice. Sales or use tax, if applicable is due with the final payment.
- ☒ **Lease Purchase.** Customer agrees to lease said equipment through **Windstream EFS Leasing**. The term of the proposed lease is **60** months and the rate is \$ **281.00** plus sales or use tax if applicable. Customer further agrees to provide financial information and execute documents as reasonably required by the financing source, in a prompt and timely manner. This agreement will be subject to credit approval by the financing source.

#### Other Terms and Conditions.

1. Customer agrees to provide a location and electrical power for all equipment in accordance with the manufacturer's specifications. Conduit and/or plenum cable where required by local building codes, is not included, unless specifically itemized in Schedule of Equipment.
2. Equipment and material as listed in Schedule of Equipment is provided for based on the accumulation of information and analysis performed by and between both PCS and Customer personnel. It represents a best efforts attempt to provide for the overall anticipated requirements of the Customer based on the information and analysis performed by PCS and Customer. Only the equipment and material as specifically listed in Schedule of Equipment is included. Customer agrees to pay additionally for any equipment or materials that are requested by customer and/or are required to provide a complete installation. Customer agrees to pay PCS for additions of equipment or materials, including the associated required labor, at then current PCS rates.
3. Customer further agrees to pay 25% of the total price to PCS as liquidated damages, if for any reason Customer fails to allow PCS to complete installation as agreed herein.
4. Customer agrees that PCS will function as agent for Customer in securing any and all required services from the local telephone company, or any other common carrier, and that Customer will be responsible for any and all charges for these services.
5. Customer shall be responsible for paying directly to local, state and/or federal government, personal property tax, which may now or hereafter be imposed or levied upon the ownership, leasing, possession or use of equipment as listed in Schedule of Equipment of this agreement.
6. It is agreed that the venue for judicial resolution of any dispute of this agreement shall be the circuit court for Waukesha County of Wisconsin.
7. Customer agrees to allow PCS or preferred IT support staff / IT service provider access to customers' LAN network and internet router IP address information required to complete any and all work listed in this proposal. Any work performed or materials listed requiring IT networking support is not included unless otherwise stated on this proposal.

Accepted by:

  
Customer

 Mayor 9/9/14  
title/date

  
PCS

VP. 9-12-14  
title/date



**PROFESSIONAL COMMUNICATION SYSTEMS**

## **PROFESSIONAL COMMUNICATION SYSTEMS**

### **Customer CARE Service Program**

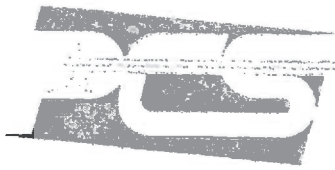
As a PCS CARE Customer, your company receives the finest service and maintenance for your business technology system.

*Here are the PCS CARE Customer guarantees:*

<b>GUARANTEED</b>	High quality technology systems from leading manufacturers.
<b>GUARANTEED</b>	Professional system installation completed on negotiated date.
<b>GUARANTEED</b>	1 full year parts and labor warranty.
<b>GUARANTEED</b>	Additional warranty for future years at low annual cost.
<b>GUARANTEED</b>	Annual preventative maintenance service visit after 1 <sup>st</sup> year.
<b>GUARANTEED</b>	Complete training for all system users.
<b>GUARANTEED</b>	All future training provided at no charge for duration of subscription.
<b>GUARANTEED</b>	Remote support and help desk during normal business hours.
<b>GUARANTEED</b>	2 business hour response for emergency service requests.
<b>GUARANTEED</b>	8 business hour response for non-emergency service requests.
<b>GUARANTEED</b>	Never a trip charge.
<b>GUARANTEED</b>	\$62.00 per hour labor rate for up to 5 years from installation date.
<b>GUARANTEED</b>	PCS CARES ..... Customers Always Receive Excellence.

***Be a PCS CARE Customer --- You will notice the difference***

**Customers Always Recieve Excellence**



**PROFESSIONAL COMMUNICATION SYSTEMS**

### **PCS Customer CARE Warranty**

#### **Schedule 1 & 2**

Professional Communication Systems of Wisconsin, Inc., hereinafter "PCS" and City of Mayville, hereinafter "Customer" have entered into a purchase agreement for equipment and services as listed on Schedule (s) of Equipment. This warranty is for the maintenance of the equipment described in the attached Schedule, which will be located at address as indicated on Schedule of Equipment and Purchase Agreement.

- I. **Warranty.** PCS shall, upon terms and conditions set forth herein, provide a one (1) year full parts and labor warranty beginning the initial date of cutover and connection of central office facilities to the system. Warranty includes all labor and material to fix, replace and/or repair all equipment as listed in Schedule of Equipment.
- II. **Responsibilities of PCS.** PCS shall provide qualified service personnel upon notification of equipment malfunction as follows:
  - A. PCS shall provide qualified personnel on Customer's premise or to dial up remote diagnostics facilities, if so equipped, within two (2) business hours after receipt of Customer's verbal notification of a major service interruption. A major service interruption is defined as:
    1. Incoming calls cannot be answered.
    2. Outgoing calls cannot be placed.
    3. Internal station calls cannot be placed or answered.
    4. Voice mail cannot be accessed internally or externally.
  - B. PCS shall provide personnel on Customer's premise or to dial up remote diagnostics facilities, if so equipped, within eight (8) business hours after receipt of Customer's verbal notification of a minor service interruption.
  - C. PCS shall provide 24 hour per day, 7 day per week response for all major service interruptions. All other service shall be provided during normal PCS business hours, Monday through Friday, between the hours of 8:00 AM and 5:00 PM, excluding holidays.
  - D. PCS shall conduct system familiarization training for end users upon initial system installation. All subsequent requests for end user training will be provided at no charge for duration of Customer subscription. Administrative program training is not included unless listed as line item on Schedule of Equipment
  - E. PCS shall not be held liable for failure to perform as stated above due to failure directly or indirectly caused by fire, storm, strike, flood, act of God, act of Customer, act of Customer's employee or agent, act of those within control of Customer's premise, or any other act beyond the scope of PCS's control.
  - F. PCS shall perform annual preventative maintenance service visit following the first year after initial installation.
- III. **Responsibilities of Customer.** Customer agrees that PCS, its employees or assigns shall have the right of entry for the express purpose of providing said services.



**PROFESSIONAL COMMUNICATION SYSTEMS**

**PCS Customer CARE Warranty - continued**

**Schedule 1 & 2**

- A. Customer further agrees that any and all equipment failures, or other service caused by outside sources, including but not limited to fire, theft, storm, flood, act of God, act of Customer's employees, agents or guests, or the failure of the local telephone company's lines, trunks or equipment, is not covered by this agreement and will be invoiced to the Customer at \$62.00 per hour (one hour minimum, ½ hour increments thereafter), plus then current charges for any equipment or materials provided. Requested service diagnosed as a failure of the local telephone company's lines, trunks or equipment shall be waived if customer is under current and in force term agreement for local access services and PCS is the active registered agent for customer's account.
- B. Customer further agrees that any and all service calls made at the Customer's request outside of normal working hours, for any reason other than to correct a major service interruption, will be invoiced to the Customer at \$62.00 per hour with a minimum charge of two (2) hours per visit.
- C. Customer further agrees to pay for any and all Customer requested services such as additions, moves, relocations, configuration changes, including remote changes or any other services outside the scope of this warranty at \$62.00 per hour (one hour minimum, ½ hour increments thereafter), plus then current charges for any equipment or materials provided.

Accepted by:

*Bob Apeln*  
Customer

*Mayor 9/9/14*  
title/date

*[Signature]*  
PCS

*V.P. 9-12-14*  
title/date

**Addendum To PCS Customer CARE Warranty**

- A. In accordance with PCS Customer CARE Warranty, Customer elects to extend this warranty for four (4) additional years. Customer agrees to pay for each additional year as evidenced by Customer's signature below. PCS reserves the right to invoice annually in advance each year. Customer further agrees that the price as listed below is subject to adjustment to reflect equipment additions during the warranty period. Customer may elect to cancel this warranty by providing written notification to PCS thirty (30) days prior to anniversary date in any year. In the event of cancellation, Customer agrees to pay a 25% cancellation fee based on the price listed below for each year remaining.

**4-Year Extended Warranty: \$ 1,016.00 (Per Year) Warranty Period 2016-2020 *lk***

*Bob Apeln*  
Customer Acceptance

*9/9/14*  
Date



**PROFESSIONAL COMMUNICATION SYSTEMS**

## Disclaimers

### E911 Warning

**Do not dial emergency hotline numbers from the Remote IP Phone or Softphone.**

In case of an emergency, dial the appropriate local emergency-service number directly, or use the nearest local public phone to dial an emergency hotline such as 911, the default setting programmed in US Mitel telephone systems. The Remote IP Phone or Softphone communicates through a central telephone system that routes all emergency calls directly to a number that is local to the central system. If the Remote IP Phone or Softphone is not at the same address as the central system, then emergency service will not be routed to the proper location.

Therefore, if the Remote IP Phone or Softphone does not stay within the premises of the central system, you must configure the Remote IP Phone or Softphone programmable keys to dial the local police or fire departments directly, and you must clearly label the key icons as such. If the Remote IP Phone or Softphone is mobile, meaning it is used in multiple locations, you must know the direct emergency-contact numbers for each location.

In case of an emergency, you are responsible for determining the nature of the emergency and dialing the appropriate emergency-service number directly. You must provide the emergency personnel your location and telephone number because the emergency service may not receive accurate identification information automatically.

### Software Assurance

Customer is responsible for staying current with Mitel Software Assurance to allow for the supporting authorized Mitel dealer to receive technical support when required. Mitel Software Assurance also includes no-cost software upgrades for the duration of the Mitel Software Assurance term, however, labor for implementation of software upgrades are applicable. Failure to stay current with Mitel Software Assurance will result in a re-enlistment fee and/or a one-time Mitel Technical Support Incident fee. PCS may include up to 5-years of software assurance in the proposal schedule and/or annually in the addendum to the PCS CARE Warranty. See your proposal terms for details or ask your PCS Sales representative for clarification.

### Voice Over IP (VoIP) Deployments

Customer agrees to provide the necessary IT support for all required networking elements needed to complete installation of VoIP telephones throughout the customer's internal and/or external IP network unless otherwise defined in Schedule 1 of this agreement. This includes but is not limited to: firewall/router configuration, VLANing (if required) or other LAN network switch configuration at all customer locations. PCS will provide customer's IT support vendor/staff the necessary information regarding the VoIP deployment.

**Acknowledged by:**

<u>Bob Redeker</u>	<u>Bob Redeker</u>	<u>Mayor</u>	<u>9/9/14</u>
Print Name	Signature	title	date

Page 9 of 9

Phone: 262-790-1800 ★ Fax: 262-790-0080 ★ 4575 North 124th Street ★ Butler, WI 53007 ★ [www.profcorn.com](http://www.profcorn.com)

Attachment: Signed 09152014 - City of Mayville-Signed MiVoice Office IP Solution Proposal (4794 : Discuss, with Possible Action, Necessary

## Anastasia Gonstead

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**From:** Steve Crowe <scrowe@profcom.com>  
**Sent:** Monday, April 10, 2023 11:09 AM  
**To:** Anastasia Gonstead  
**Subject:** RE: CARE Warranty for Mitel MiVoice Office 250 Phone system and Spectrum PRI

Good Morning Anastasia,

Here are the current issues with the phone system:

- Voice Mail to Email is no longer working.
- Users are no longer able to access phone web portal.
- We could not gain remote access into the your Mitel Phone System Administration Application.

Your CARE Warranty expired on January 31<sup>st</sup>, 2022. Your Annual CARE warranty covers fix, replace and repair for your Mitel MiVoice Office 250 Phone System for City Hall, The Police Department and the Utilities. We are offering two ways to continue your CARE Warranty with Professional Communication Solutions (PCS):

- **Option 1:** You can pay **\$1,087.00 Annually**. This will cover your CARE Warranty from February 1<sup>st</sup> 2023 through January 31<sup>st</sup> 2024
- **Option 2:** You can opt to go with the monthly ACH payment plan of **\$85.00/mo**. The first payment would be \$255.00 for February, March and April.

To resolve the voicemail to email issue we need our technician onsite to perform a software upgrade. You are currently running at version 6.0 software release. We need to upgrade your phone system to version 6.3 software release or higher. There is a known Microsoft TLS 1.0 issue that is resolved with the 6.3 software version or higher. We will also address the User Web Portal Access when we are on site. To gain remote access for support we can work with your IT company about what needs to be done and how to lock it down.

When you are under our CARE Warranty, all you need to pay for is the Mitel Software Assurance Software renewal of \$540.00. If you are not under CARE Warranty we will invoice you for labor at \$139.00/hour and a trip charge of \$49.00 plus the software upgrade of \$540.00. Also, we recently had a technician on site. The time for the technician visit will be included when you continue under this CARE warranty or this time will be invoice separately invoiced separately if you do not continue this CARE Warranty.

Best Regards,

**Steve Crowe**

Vice President Account Management  
 Professional Communication Solutions, Inc.  
 4575 N 124<sup>th</sup> Street  
 Butler, WI 53007  
 Direct Line – 262-432-7939  
 Cell: 414-573-7607

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**From:** Anastasia Gonstead <cityclerk@mayvillecity.com>  
**Sent:** Monday, April 10, 2023 8:59 AM  
**To:** Steve Crowe <scrowe@profcom.com>  
**Subject:** RE: CARE Warranty for Mitel MiVoice Office 250 Phone system and Spectrum PRI

Good morning Mr. Crowe,

Attachment: 04102023 Email from Mitel (4794 : Discuss, with Possible Action, Necessary Changes to Phone System for Remote Work

## Anastasia Gonstead

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**From:** Steve Crowe <scrowe@profcom.com>  
**Sent:** Tuesday, May 2, 2023 5:52 PM  
**To:** Anastasia Gonstead; Jill Poniewaz  
**Subject:** RE: CARE Warranty for Mitel MiVoice Office 250 Phone system and Spectrum PRI  
**Attachments:** City of Mayville-Signed MiVoice Office IP Solution Proposal.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Anastasia,

I meant to ask while we were on the phone this morning, do you prefer to be called Annie. I thought that is how heard you answer the phone.

I have attached a copy of the original signed Mitel Phone System Proposal and CARE Warranty agreement from 2014. The CARE Warranty information is on pages 6, 7 and 8. The annual rate for the CARE warranty has been \$1,016.00. We will continue to honor that rate this year. If you choose to renew your CARE warranty, the time frame that is covered for the CARE Warranty is from February 1<sup>st</sup> 2023 through January 31<sup>st</sup> 2024. Your original phone system was cutover on February 1, 2015. In summary, when your phone system is under the PCS CARE Warranty we will fix, replace and repair whatever is needed to get your phone system back in working order. Let me know if you have any additional questions.

This would also be a good time to review the Spectrum Service we originally set up for you as well. I would be happy to review this information with you as well. This is something that could be a cost savings. You can let me know if you would like to address this now or we can wait until a better time.

Thank you,

**Steve Crowe**

Vice President Account Management  
 Professional Communication Solutions, Inc.  
 4575 N 124<sup>th</sup> Street  
 Butler, WI 53007  
 Direct Line – 262-432-7939  
 Cell: 414-573-7607

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**From:** Anastasia Gonstead <cityclerk@mayvillecity.com>  
**Sent:** Monday, April 24, 2023 3:35 PM  
**To:** Steve Crowe <scrowe@profcom.com>; Jill Poniewaz <JPoniewaz@profcom.com>  
**Subject:** RE: CARE Warranty for Mitel MiVoice Office 250 Phone system and Spectrum PRI

Just following up on the below email to see if you are able to provide our previous information and a quote/information to take to Council regarding what we likely need.

Sincerely,

*Anastasia Gonstead*

Attachment: 05022023 Email from Mitel (4794 : Discuss, with Possible Action, Necessary Changes to Phone System for Remote Work

### Dept Head Employee Handbook Suggestions:

- Give all employees the same sick leave benefits as the senior employees.
- Offer an incentive/benefit, such as a free TAG membership.
- One of the biggest complaints in our handbook was sick time. Mayville reads that post ACT 10 employees have no payout upon retirement unless they have been employed for 20+ years. Even if you have put in 20 years. Other communities do not have this restriction. We no longer offer longevity pay after ACT 10 either, but the sick pay is the concern. We have multiple examples if you'd ever like to see from other cities and counties. ACT 10 in general made city positions quite a bit less desirable unfortunately. We are also restricted on the amount of sick time that can be accumulated. In general, municipal retirements convert this sick time to COBRA payments at retirement. By not paying out sick time you are encouraging a retiring employee to use up this time and waste valuable training time.
- One employee brought up that not being offered vacation based on industry related experience was a big disadvantage. It does not incentivize experienced employees to come to Mayville. They are not as willing to make a change when they have to start over with time off in a new employment environment.
- Other municipalities and counties also offer the ability to 'donate' sick or vacation time to fellow employees at their current wage. This one was very big for them. Things happen, and someone with an extended injury or illness could really benefit.
- Funeral leave excludes aunts/uncles. Most municipalities offer one day of funeral leave.
- The current handbook talks about separation pay, but does not mention unused personal days.
- Provisions describing a code of conduct for the treatment of employees by their superiors and how to report mistreatment (yelling, violence, name calling, threats of violence, etc.). Dept heads and mayor are to sign an acknowledgement of standards for conduct toward those they lead.
- Provision for two weeks of vacation as a standard for full-time new hires.
- Fix the comp. time/flex time loophole
- Opportunity for City employees to pledge their vacation time for a coworker who has become seriously ill or has a FMLA qualifying event.
- Front signature page seems a bit harsh.
- The eyewear reimbursement does not seem relevant in today's dollars.
- Lower probationary period to 3 months instead of 6 months.
- Fire Dept would like clarification what, if any, parts of the handbook applies to them as volunteer/paid on call. They have received various and conflicting information over the years. Clarify this class of individuals in the manual.
- Hiring of personnel. How the handbook reads, everyone would come in front of the Personnel Committee before being hired, but this is not happening in practice. Other than those that require (department heads, Police, EMS, etc), defer hiring to the department heads, as they know what is needed within their department. Confirmation by Personnel Committee of the department head's decision?

- Clarification on part-time employees earning benefits on a pro-rated basis. It's listed in the handbook but doesn't indicate how it is calculated. In particular – how would you calculate their earned vacation and sick time?
- Update benefits offered – we no longer have Unum.
- Review if and what benefits we offer to part time employees.
- Review salaried positions and “flex time.” We need to update the policy to be compliant with the laws.
- HR – Who is it? Who does the Council want to have trained in it?
- Under 1.12 employee orientation to personnel policies – there is nothing in this section about part time employees.
- Under 1.12 it indicates any “questions regarding the policy and procedures will be taken up with the Personnel Committee.” Does this mean any questions regarding our handbook, we need to direct employees to the Personnel Committee?
- Under 2.4 hiring of personnel – EMS personnel is hired by the PFC and not recommended to Council for hiring.
- The part of the handbook indicating electronically stored data (including email) is subject to public records, we should lay out that they are not to delete these items as it could be construed as destruction of public record.
- 2.2 Department Heads – Change meetings monthly, if feasible, to quarterly or as needed.
- 2.6 Orientation Period – Indicates performance evaluation at three months, six months, and then annually. We need a standard form used throughout the departments (which some specifics, variation added by each department as needed), but then a copy needs to be provided to whomever is handling HR so it can be maintained in the personnel file.
- Formal HR person with the City? Part-time? There is a lot to navigate, would be nice to have someone to spearhead all of this, keep continuity throughout all departments. Someone who can focus on making sure employees understand their benefits and are using them as robustly as they can. Proper records management and retention.

### EMPLOYEE ACKNOWLEDGMENT

I have received a copy of the City of Mayville Employee Policy and Procedures Personnel Manual. 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 Manual, 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 Manual provides guidelines and information, but this Manual 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 of Mayville at a duly- noticed meeting. I acknowledge that I have not entered into any such individual agreement or contract by acknowledging receipt of this Manual or by following any of the provisions of this Manual. I understand that the contents of this Manual and my compensation and benefits may be changed by the City at any time, with or without notice to the extent permitted by law.

\_\_\_\_\_  
Employee's Name (Please Print Clearly)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

After you have read and signed this page, please detach the page from the Manual and return to City Hall for placement in the personnel file.

## **Section #1 – Introduction of Basic Principles**

### **1.1 General Purpose:**

The general purpose of these policies is to establish a system of personnel administration that meets the social, economic and program needs of the City of Mayville (the “City”). This system shall provide means to recruit, select, develop and maintain an effective and responsible work force, and shall include policies and procedures for employee hiring and advancement, training and career development, job classification, salary administration, retirement, fringe benefits, discipline, discharge and other related activities. These policies are to ensure consistent personnel practices designed to utilize most effectively the human resources of the City in the achievement of its goals and objectives. It is the policy of the City to fill vacancies with the best qualified candidates. Opportunity for employment will be open to any person, who, on the basis of merit (ability), can present satisfactory evidence of qualifications for the position.

The City has the right to promulgate rules and regulations. The rules and regulations regarding expectations of conduct of employees apply to police unionized personnel. To the extent this manual conflicts with language in an applicable collective bargaining agreement, the collective bargaining agreement shall control.

**\*\*Items marked with the \*\* are for all City of Mayville Employees.**

### **1.2 Disclaimer Statement:**

This employee manual has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. Employment with the City is at-will and not for any definite period of time. You or the City may terminate your employment at any time, for any reason or no reason, with or without advance notice.

The provisions set forth in this manual may be altered, modified, changed, or eliminated at any time by the City with or without notice. The City reserves the right to modify, remove, cancel, or suspend any benefit described in this manual. Only the City may alter or modify any of the provisions in this manual. No statement or promise by a supervisor, manager, or department head constitutes or should be interpreted as constituting a change in policy or an agreement with any employee. This employee manual supersedes any and all previous handbooks, statements, policies, procedures, rules, or regulations given to employees, whether verbal or written.

### **1.3 Rights and Responsibilities of the Employer:**

Certain rights and responsibilities are imposed upon the City by state and federal law, rules, legislation, and court decisions. Many of these have implications upon the policies and procedures which govern our employees. For this reason, a summary of the basic rights and responsibilities of the City might be helpful. These rights and responsibilities include, but are not limited to, the following:

- To manage the employees of the City including the hiring, promotion, schedule, transfer, assignment or retention of employees in positions with the City, and to establish work

- rules;
- to establish and alter employment policies and procedures, including those set forth in this manual;
- to suspend, discharge or take other appropriate disciplinary action when necessary;
- to schedule overtime work as required consistent with the requirements of the City;
- to develop job descriptions which act as a guideline and not a rigid limitation;
- to assign employees to specific duties;
- to introduce new or improved methods or facilities or to change existing methods or facilities;
- to fulfill the City's obligations in contracting out for matters relating to its operation; and
- any other right or responsibility the City may have by law or otherwise.

#### **1.4 Non-Discrimination\*\*:**

The City of Mayville does not discriminate because of race, creed, age, sex, color, national origin, handicap or disability, marital status, citizenship status, veteran status, sexual orientation, ancestry, religious, union or political affiliation, or any other characteristic protected by law. This applies to all employment decisions, including but not limited to, hiring, promotion, demotion, lateral reassignments, transfer, recruitment, layoff, terminations, rates of pay or other compensation, selection for training or any other benefit.

Each member of management will give this nondiscrimination policy full support through leadership and personal example. It is also the duty of every employee to help create a job environment that promotes equal opportunity. Any incident or situation that you believe violates this policy should be brought to the immediate attention of your Department Head, the Mayor, or any member of the Personnel Committee.

#### **1.5 Anti-Harassment and Anti-Retaliation Policy\*\*:**

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

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status, such as sex, color, race, ancestry, religion, national origin, age, physical handicap, medical condition, disability, marital status, veteran status, citizenship status, sexual orientation, arrest record, conviction record or other protected group status. The City will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile or offensive working environment.

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when:

1. Acquiescence in or submission to such conduct is an explicit or implicit term or condition of employment;
2. An individual's acquiescence in, submission to or rejection of such conduct becomes the basis for employment decisions affecting that individual; or

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment may include, but is not limited to explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented kidding or teasing, practical jokes, jokes about gender-specific traits, foul or obscene language or gesture, display of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another's body.

All employees are responsible for helping to assure that we avoid harassment. If you feel that you have experienced or witnessed harassment, you are to immediately notify your Department Head, the Mayor, or any member of the Personnel Committee. The City forbids retaliation against anyone who has reported harassment.

The City's policy is to investigate all such complaints thoroughly and promptly and take all appropriate action that may be necessary to end the harassment and prevent this misconduct from reoccurring. There will be no reprisals against the employee for making the report; however, false accusations will result in disciplinary action. All reports of harassment will be promptly and immediately investigated by the Mayor, or his/her designee, and/or Police Department. If the complaint involves the Mayor, the Personnel Committee, or its designee, will investigate the complaint.

To the fullest extent practicable, the City will keep complaints and the terms of their resolution confidential. If an investigation confirms that harassment has occurred, the City will take corrective action, up to and including immediate termination of employment, as is appropriate.

## **1.6 Americans With Disabilities Act**

The City complies fully with the Americans with Disabilities Act. An employee who is a qualified individual under the ADA will be provided with reasonable accommodation that allows the employee to perform the essential functions of the employee's job unless such accommodation creates an undue burden on the City or poses a direct threat to the safety of the employee or others.

## **1.7 Drug Free and Alcohol Free Work Place Policy\*\*:**

It is the policy of the City of Mayville to provide a drug-free workplace for all of its employees. The City requires that employees neither use, possess, sell, exchange, nor be under the influence of drugs, intoxicants, alcohol, narcotics or any other controlled substance(s) in the workplace and that a zero tolerance standard shall prevail in the workplace. The City of Mayville recognizes the importance of maintaining a safe, efficient and healthful workplace, as well as the social responsibility to provide assistance to its employees. Therefore, employees are required to report to work free from any alcohol or controlled substances that could inhibit their ability to perform their duties.

Medications prescribed by a physician may be possessed and used on premises during working hours by the employee for whom they were prescribed, as long as they have been legally prescribed for the employee, are kept in the original container and are used in strict accordance with the prescription. Employees who take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability should inform their supervisor if they believe the medication will impair their job performance, their own safety, the safety of others, or if they believe they need a reasonable accommodation before reporting to

work while under the influence of that medication.

The City of Mayville encourages any employee with a drug and/or alcohol problem to seek professional assistance before such problem becomes a workplace issue. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in rehabilitation or treatment program through health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all policies, rules and prohibitions relating to the conduct in the workplace; and if granting the leave will not cause any undue hardship.

Although the City of Mayville has no intention of requiring regular drug or alcohol tests, unless required for a CDL License or pre-employment, the City does reserve the right to require an employee to submit body substance samples (such as hair, urine, and/or blood) to test for the presence of drugs or alcohol if the City determines that there is reasonable suspicion that the employee is under the influence of drugs or alcohol or has otherwise violated this policy. All testing will be done in a fair and respectful manner and in accordance with any applicable federal, state, or local laws. An employee's refusal to take the test or an employee's delay in taking the test is grounds for termination.

### **1.8 Smoking and Smokeless Tobacco\*\*:**

Smoking, including the use of e-cigarettes, and smokeless tobacco are not permitted at any time inside the City's buildings or vehicles. The designated smoking area at City Hall is the outside area by the Police Department Garage.

### **1.9 Immigration Reform Act Notice\*\*:**

It is our policy only to employ persons who are legally eligible to work in the United States.

The Immigration Reform and Control Act of 1986 requires that the City verify the identity and the work eligibility of all persons hired after November 6, 1986. This law will be enforced by the Immigration and Naturalization Service (and other government agencies) and any employee hired hereafter will be required to sign a verification form (Form I-9) and furnish both proof of identity (normally a driver's license or state identification card), and proof of eligibility to work in the United States (normally a social security card or birth certificate). If a new or rehired former employee is unable to provide the necessary documentation within three working days from the date of hire, he/she must provide proof that he/she has applied for the required documents. If this is not provided, the employee will be terminated.

### **1.10 Nepotism\*\*:**

No employee will hold a job over which a member of his/her immediate family exercises supervisory authority. The immediate family will be defined as mother, father, brother, sister, son, daughter, spouse, employee's mother-in-law, father-in-law, brothers-in-law, sisters-in-law, and the grandparents and grandchildren of the employee and spouse.

### **1.11 Gifts and Gratuities\*\*:**

Employees are expected to follow Municipal Code Section 105-3 Section G, subsection 1, which

states:

—No employee or official of the City shall receive or offer to receive, directly or indirectly, any gift, gratuity or anything of value in excess of \$15 which he is not authorized to receive from any person if such person is:

1. Has or is seeking to obtain contractual or other business or financial relationship with the City or the Council; or
2. Conducts operations or activities which are regulated by the City or the Council; or
3. Has an interest which may be substantially affected by the City or the Council.

The receipt of any gift, gratuity or anything of value, as denoted above, is contrary to the public policy of the City.

### **1.12 Employee Orientation to Personnel Policies\*\*:**

All new full-time employees will be scheduled to meet with the payroll administrator during their first week of employment for general orientation. The payroll administrator will distribute and explain the various enrollment forms, etc. that must be filled out, including but not limited to: W-4 and I-9 (Proper identification is required). Each new full-time employee will be provided with information on employee benefits, City policies and operations. The hiring department provides additional information to the new employee, including:

1. Work standards and regulations;
2. Hours of work, time cards or reports, leave requests;
3. Duties of the position;
4. Safety rules and procedures, location of safety or protective equipment;
5. Tour of the work area, including location of equipment, supplies, etc.
6. Introduction of co-workers;
7. Schedule for lunch and breaks;
8. When and whom to report absence from work;
9. Who is responsible for performance planning and review.

Copies of the personnel policies and procedures will be provided to all employees. Employees will be expected to read this document. Any questions regarding the policy and procedures will be taken up with the Personnel Committee. New employees shall be given a copy of this manual at the time of hiring. New employees are required to sign the Employee Receipt and Acknowledgment form given to them and return it to their supervisor.

### **1.13 Compliance with Policies, Rules, and Expectations of Conduct\*\*:**

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

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

and officers of the City must have in that employee.

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

#### **1.14 Communications and Confidentiality\*\*:**

Communication is a joint responsibility shared by the City of Mayville and all employees. No information concerning the internal operations of the City, including but not limited to the release of records of the City, may occur except through, and with the permission of, the Department Head. If requests for information are received by employees, whether on or off duty, from any person, then the employee is required to politely decline to provide such information and to direct that individual to their supervisor for response to that inquiry.

##### **1.14A Social Media Policy**

This policy provides guidance for the employee use of social media which would include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking, and other sites and services that permit users to share information with others.

The following guidelines apply to the use of social media on behalf of the City of Mayville as well as personal use of social media when referencing the City of Mayville.

- Employees need to know and adhere to this manual and other applicable City policies. The information that employees post may be public information for a long time.
- Employees should be aware that the City may observe content and information made available by employees through social media.
- Examples of prohibited conduct include, but are not limited to, posting commentary, content, photos, or images that are defamatory, pornographic, confidential, harassing, libelous, or that can create a hostile work environment.
- Employees shall not publish, post or release any information that is considered confidential or not public.
- Employees do not have authorization to speak on behalf of the City, unless permission is specifically granted by the City. Information shared via social media about the City when authorization is not granted is the opinion of the individual only – not the City – and this should be communicated to recipients of the information.
- Employees must keep City related social media accounts separate from personal accounts.
- Any questions about what is considered confidential or appropriate should be direct to your supervisor.
- Subject to applicable law, after hours online or social media activity that violates this or any other applicable City policy may subject an employee to disciplinary action up to and including termination.

#### **1.15 Electronic Technology Use Policy\*\*:**

The City of Mayville's computers, networks, programs, communication devices and tools, other technology, and internet (collectively "technology") are intended as tools to serve the public and

the City of Mayville, 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. This policy establishes guidelines for appropriate utilization of the technology in a manner consistent with related City policies and applicable laws. This policy applies to all City employees and elected or appointed officials using the City-provided computer resources described herein in their assigned job responsibilities (herein termed “users”).

In order to protect the interests of the City, the City reserves its right to monitor all use of technology. No employee should expect privacy or secrecy in the use of technology. The City has software and systems in place that monitor and record internet usage. Users are advised that these systems are capable of recording for each user every World Wide Web site visit, news group, e-mail message and file transfer into and out of the City network. The general (non-user specific) nature of the internet utilization by the City will be monitored on a regular basis by the City. In the event that inappropriate utilization is occurring, users will be identified and applicable Department Heads notified for corrective measures with individual employees as necessary. A supervisor will be assigned to periodically review the contents of a department computer assigned to an employee for use.

Computers, phones, cellular air cards and other computer resources are assigned according to job responsibilities and employees are expected to use them appropriately.

Employees will be permitted access to computer resources upon approval by the appropriate Department Head. The City’s computers and related resources are to be used for City-related business. Incidental personal use of the City’s computer resources must be reasonable. Users are prohibited from using the City’s computer resources for personal or private financial benefit. Use should be consistent with common sense, common decency, civility, and the City’s policies. Use of the City’s computer resources is also subject to all federal, state and local laws. Users shall not use computer resources to infringe the copyright or other intellectual property rights of third parties.

When questions regarding public access of electronically stored data arise, the City Attorney should be consulted. In general, all computer files are public records. Exceptions are applied to the Mayville Police Department in regards to confidentiality of police records.

City computer resources shall not be used to harass or otherwise threaten another user. This includes but is not limited to insulting, sexist, racist, obscene or sexually suggestive comments. Similarly, users shall not use the City Internet or network to access obscene, objectionable or otherwise improper material. The City reserves the right to block access from the City network to inappropriate sites if necessary. The City recognizes that users may connect accidentally to an inappropriate site. In this event, the user should immediately disconnect from the site.

The City’s Computer Consultant is responsible for managing the City’s computer resources. User changes to computer resource parameters shall be prohibited; all changes shall be made by the City’s Computer Consultant.

Sharing any User Identification with any other person shall be prohibited with the exception of the City’s Computer Consultant or users authorized by the applicable department director.

Deletion or modification of computer files and/or data without prior consent of the primary user

shall be prohibited.

City virus protection procedures as provided by the City's Computer Consultant shall be followed in all forms of electronic communications.

All software and hardware acquisitions shall be made through the Department Head in conjunction with the City's Computer Consultant. This is necessary to ensure that a consistent environment may be maintained and ensure the security and supportability of the network.

Users shall not load any applications onto computer resources without coordinating with the Department Head in conjunction with the City's Computer Consultant, including any software downloaded via the Internet. Employees must notify the Department Head in conjunction with the City's Computer Consultant prior to deleting any software from any City computer.

Original software licenses and legal information must be maintained in City Hall and should also include a set of the documentation, purchasing information, etc. to allow the product to be adequately supported.

The final selection of any new software package shall be made by the appropriate Department Head in conjunction with the City's Computer Consultant.

E-mail may be used for organizational and individual information when appropriate for general business purposes. This section applies to both City internal e-mail as well as internet access e-mail. City provided e-mail should be used for City-related business only. It is not intended to be used for personal business.

Users must utilize signature files in messages sent to third parties that make it clear which user has sent the message as well as any limitations on the extent to which the messages from the user may be understood to have been sent on behalf of the City.

Public group messages are available to distribute information related to City business. Non-City-related business messages should not be disseminated to public groups.

Backup mechanisms are in place to help ensure the availability of the e-mail system but the City of Mayville cannot guarantee the integrity or origin of the messages. If a permanent retention is required, a paper copy should be prepared showing the date, time, originator and recipient(s) and filed appropriately. Additionally, users should not rely upon the e-mail system regarding critical or time sensitive information as the only means of communication.

The City, its Internet services provider, or the cellular service provider have no control over, and therefore, cannot be responsible for the content of the information available on the Internet. Users must evaluate and bear the responsibility of validating the subject matter, accuracy, completeness or usefulness of any content available on or through the City Internet connection.

Users should be aware that the Internet is not secure and should take appropriate measures when transmitting information.

Certain programs have inherent risks in operations and therefore, the City will block these programs from being downloaded from the Internet. Users with a specific business need for these services should coordinate with the Department Head and the City's Computer Consultant.

The City's web address is: [www.mayvillecity.com](http://www.mayvillecity.com). The City encourages Departments to have a Web presence on the City's Internet homepage and will assist in preparing information for distribution via the Internet. Department Heads are responsible for providing current information for this purpose as necessary. Department web pages should be linked to the City Internet homepage. In the event that a Department page must be created via another location, the sites shall be linked to and from the City's official page. All new sites should be designed to provide a consistent and uniform look for the City related web sites.

Voice mail is provided to all City offices for the purpose of receiving messages when users are generally unavailable. Voice mail greetings should be kept current or general in nature. Voice mail messages (incoming and outgoing) should be business-like and professional. Although backup mechanisms exist, users should not rely upon the Voice Mail system regarding critical or time sensitive information as the only means of communication.

The Mayville Public Library retains control over all of its software and hardware acquisitions, automation system, public access internet, and workstation computers, and anything else pertaining to the library's electronic technology. The library has specific policies in place to deal with its library – related technology and communication procedures.

#### **1.16 Secondary Employment Policy\*\*:**

Employment with the City of Mayville by full-time employees should be considered the employee's primary employment. Secondary employment with other entities must not conflict, whether real or implied, with the duties of the employee, including an employee's ability to work his/her scheduled hours and/or overtime. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours.

An employee who engages in secondary employment must clearly define himself or herself as an employee of the secondary employer and not act or treat himself or herself as an employee or agent to the City of Mayville. Employees must still comply with all policies, rules and general expectations of conduct when engaging in off-duty behavior regardless of such secondary employment. The City may terminate the employment of an employee whose secondary employment may interfere with the performance of his or her work, where a conflict exists, whether real or implied, where the interests of the City are impacted as a result of the secondary employment, or where such employment or conduct negatively affects the image of the City or employees. An employee will not be permitted to work for another employer while absent for illness from the City.

#### **1.17 Concealed Weapon Policy\*\*:**

No City employee, with the exception of the police officers, shall carry a concealed weapon on their person while working in any capacity as a City employee. This includes City vehicles and buildings/facilities. This policy does not prohibit employees from storing a secured weapon in their personal vehicle while the vehicle is on City property or while using their personal vehicle during the course of performance of the job duties for the City.

#### **1.18 Workplace Violence**

The City is committed to providing a safe and healthy work environment for all City employees. The City will not tolerate any threatening or abusive conduct or acts of violence against an employee or third party by an employee or third party on City property, on a City-controlled site or in connection with City employment or while on City business.

All employees are responsible for reporting to management any threats or violence that they have been subjected to or witnessed in the workplace. Even without a specific threat, all employees should report any behavior they have witnessed that they regard as potentially threatening or violent or that could endanger the health and safety of an employee resulting from their work as a City employee or while on City property. To the extent possible, the City will keep any such report confidential; however, the City cannot guarantee absolute confidentiality.

Any reported act or threat of violence will be taken seriously and investigated promptly. Any person reported to have made threats, exhibited threatening behavior or engaged in violent behavior will be removed from the premises as quickly as safety permits and shall remain off City property pending the outcome of an investigation. Any violation of this policy by an employee may result in disciplinary action, up to and including termination. The City reserves the right to take any legal steps needed to protect its employees or third parties on City property including the involvement of law enforcement.

### **1.19 Pending Charges or Convictions**

This policy provides a process which enables the City to review the circumstances of a pending charge or conviction to assure that the circumstances of the pending charge or conviction do not substantially relate to the circumstances of an employee's position. The intent of this policy is to ensure the safety of the individuals served by the City and employees and to properly protect the City's resources and reputation. It is not the intent of this policy that every pending charge or conviction will result in taking an action that would adversely affect an individual's employment.

#### **1. Reporting**

All City employees must report any pending charge, no contest plea, guilty plea, or conviction as soon as practicable but no later than two (2) business days after such charge, plea, or conviction. The report must be made to the employee's Department Head. Any employee making such a report may be asked to provide additional documentation or information regarding any pending charge, no contest or guilty plea, or conviction reported to the City.

The pending charges and convictions required to be reported under this policy include charges or convictions of a felony, misdemeanor, or any other offense, including a municipal citation.

Routine traffic-related infractions (e.g., speeding, unsafe movement, improper equipment) are not required to be reported under this policy unless driving or operating other mobile equipment is a required part of the employee's regularly assigned job duties. Employees required to report routine traffic-related infractions includes, but is not limited to, employees who are required to possess and maintain a commercial driver's license, employees who operate a City vehicle or piece of mobile equipment, or employees who transport other employees or recipients of City services in any vehicle.

Failing to report a pending charge, no contest or guilty plea, or conviction under this policy or to cooperate with City personnel in regards to a reportable matter under this policy may subject the employee to disciplinary action, up to and including termination of employment.

## 2. Guidelines for Reviewing Reports

If an employee reports a pending charge, no contest or guilty plea, or conviction, then the City will conduct an individual analysis of each pending charge or conviction, including any additional information the individual provides or the City obtains independently, to determine whether a substantial relationship exists between the circumstances of a pending charge or conviction and the circumstances of the employee's job.

The existence of a pending charge or conviction does not automatically disqualify an individual from employment. When reviewing whether a substantial relationship exists between the circumstances of a pending charge or conviction and circumstances of the employee's job, the City may consider the following factors:

- The nature and gravity of the offense or conduct.
- The date of the offense.
- The nature of the position held or sought.
- Seriousness and specific circumstances of the offense.
- The number of offenses.
- Any relevant evidence of rehabilitation or lack thereof.
- Any other relevant information, including information submitted by an employee or obtained by the City.

An employee who has a pending charge may be suspended without pay in the event the circumstances of the pending charge substantially relate to the circumstances of the employee's job. Similarly, an employee who is convicted may be terminated in the event the circumstances of the conviction substantially relate to the circumstances of the employee's job.

Nothing contained within this policy should be construed as limiting the City's ability to take action against an employee to the fullest extent permitted by law, including, but not limited to, discharging an employee following an arrest when the City believes the employee engaged in unacceptable conduct and that belief arises from some source other than the fact of the arrest.

## **Section #2 – Recruitment and Employment**

### **2.1 Advertising:**

All City job positions shall be advertised in the local news media. Some positions will require a broader search and additional advertising should be done in trade and professional journals, State Job Service, and other recruitment sources as determined necessary. Information concerning the position advertised should include salary, application procedure, position description and position requirements. An EEO and affirmative action statement should be included in all job advertisements.

### **2.2 Definition of Department Heads:**

The following positions shall be Department Head status:

City Clerk, Comptroller/Treasurer, Director of Public Works, Utility Director, Police Chief, Fire Chief, Ambulance Coordinator, Library Director, TAG Center Office Manager, and TAG Center Facilities Maintenance Manager, and the Director of Parks, Recreation, and Public Works. These people shall meet monthly, if feasible with the Mayor to discuss matters of mutual concern.

### **2.3 Hiring of Department Heads:**

The Personnel Committee shall do the screening and interviewing of applicants for Department Head positions except for Police Chief, Fire Chief, Ambulance Coordinator, and Director of Utilities which will be done by the Police and Fire Commission/EMS Commission Library Director, and Utility Commission respectively. Following the interview process, the Personnel Committee will recommend a candidate to the City Council. Department Heads are appointed by the City Council by majority approval of the City Council. The Police and Fire Chief and the Ambulance Coordinator shall be appointed by majority approval of the Police and Fire Commission or the EMS Commission, respectively. The Director of Utilities shall be appointed by majority approval of the Utility Commission. The Librarian (Library Director) shall be appointed by majority approval of the Library Board.

### **2.4 Hiring of Personnel:**

The Personnel Committee will do the screening and interviewing of the applicants under their jurisdiction and review the information with the Department Head and the Personnel or other appropriate committee. After consultation with the Department Head and the Personnel or other appropriate committee, the Personnel Committee will recommend a candidate to the City Council. The City Council will make the appointment by majority approval of the City Council. Reference Municipal Code 105-2.

The Water Wastewater Utilities Commission and Library Board will make the appointments for their respective departments by majority approval of their boards.

### **2.5 Residency Requirements:**

The City of Mayville follows State Statute 66.0502 in regards to residency requirements. Residency requirements for law enforcement personnel are set forth in the applicable collective bargaining agreement.

### **2.6 Orientation Period:**

All newly hired Department Heads and other personnel shall have an orientation period for the first six (6) months of their employment with the City except officers in the Police Department, whose probationary period will be one (1) year from their first date of employment.

This orientation period is designed to give the employee time to learn the position and to give the supervisor time to evaluate the employee's potential and performance. During the established orientation period, the City reserves the right to terminate employees at will.

At the end of the orientation period, the employee is formally evaluated and provided written documentation of progress. It is expected that informal evaluations will be conducted during the course of the orientation period to assess performance and to advise employees of expectations

regarding performance. Significant job deficiency(ies) shall be documented in the employee's personnel file.

At the minimum, the employee will participate in a performance evaluation at three (3) months; six (6) months, and annually.

With mutual consent between the Council and the employee, the orientation period may be extended. The orientation period extension is done only upon recommendation of the Personnel Committee and is subject to the approval of the City Council. With regard to inter-City Transfers, once an employee has successfully completed their orientation period of three (3) months in a new position, they will be granted non-orientation status in a new position. If after three (3) months an employee wants to return to the previous position, he or she may do so if approved by the Department Heads involved.

## **2.7 Pre-Employment Physical Exam and Drug Screen\*\*:**

All employees will be required to have a drug screen and background check successfully completed prior to employment start date. This will be at City expense and at a facility of the City's choosing.

Physical exams and drug screens will be required of all employees of the EMS and Fire Department regardless of the hours of projected employment. The requirements of the physical are determined by the applicable Department Head and approved by the Fire and Police Commission. Other employees classified as regular full-time employees or regular part-time employees as defined by Section 2.8 of this manual will successfully complete a pre-employment physical at the City's expense.

Record of the completion of an employee's Pre-Employment Physical Exam and Drug Screen will be kept at City Hall.

## **2.8 Employment Categories:**

- A. **Regular Full-Time Employees** – Employees who are scheduled to work an average of 30 hours per week or at least 130 hours in a month. A regular full-time employee is only an employee designated by the City as a regular full-time employee and working in a designated full-time position for purposes of eligibility for or to earn benefits listed in this manual. For regular full-time employees hired after February 1, 2017 who work at least 30 hours but less than 40 hours per week, holiday, sick, and vacation benefits will be prorated at 75% of the applicable benefit described in this manual. Regular full-time employees working 40 hours per week will receive full benefit pay.
- B. **Regular Part-Time Employees** – Employees who are scheduled to work less than 30 hours per week are defined as part-time. A regular part-time employee is only an employee designated by the City as a regular part-time employee for purposes of eligibility for or to earn benefits listed in this manual and available on a prorated basis. Regular part-time employees who are hired into full-time positions shall be given seniority credit for actual hours worked.
- C. **Temporary Employees** – Employees who work for a specific time period within one year, unless extended by the City Council. Such employees receive no benefits, except as required by law or noted herein. Temporary employees shall not be employed for more than 180 days.
- D. **Seasonal Employees** – Employees who work for a specific time period on a year-to-year basis. Such employees receive no benefits, except as required by law or noted therein.

- E. **Library Part-Time Employees** – Employees employed by the Library who work less than 1040 hours annually. Such employee receive no benefits, except as required by law or noted herein. Library part-time employees hired before the passing of Resolution 4549-2011 who received a proration of holiday, personal days, and vacation days will continue to receive such prorated benefits. Library Part-Time Employees hired after the passing of Resolution 4549-2011 will receive prorated benefits if hired as a regular part-time employee under section B above.

### **Section #3 – Pay Arrangements**

#### **3.1 Payroll Period\*\*:**

The payroll period is every two (2) weeks, paid on Fridays. Employees will receive their pay stub every other Friday.

#### **3.2 Payroll Deductions\*\*:**

Mandatory deductions from paychecks will include federal and state taxes, social security, and court ordered deductions. Voluntary deductions may be made upon written authorization of the employee.

#### **3.3 Separation Pay:**

Separation of employment is an inevitable part of personnel activity within any organization, and many of the reasons for separation are routine. Below are a few examples of some of the most common circumstances under which employment is separated.

- Resignation or resign(s)-voluntary employment termination initiated by the employee while in good standing with the City.
- Termination-involuntary employment termination initiated by the City.
- Layoff-involuntary employment termination initiated by the City for non-disciplinary reasons.
- Retirement or retire(s)-ceasing all employment and accepting retirement benefits from the Wisconsin Retirement System.

Following a separation from employment, employees will be paid unused vacation accrued from their anniversary date.

Employees hired prior to January 1, 2011 who resign, as described above in this section, from the City will be eligible for a payout of their unused sick leave at their then existing rate of pay as follows:

(05) Five Years of Service	60%
(10) Ten years of Service	68%
(15) Fifteen Years of Service	74%
(20) Twenty Years of Service	80%

Employees hired on or after January 1, 2011 are not eligible for a payout of unused sick leave upon separation, except that 80% of the employee's unused sick leave may be paid out at the

employee's then existing rate of pay if the employee has accrued at least twenty (20) years of consecutive service with the City and the employee retires, as described above in this Section, or is totally disabled, which means when an employee qualifies for disability payments under Section 40.63, Wisconsin State Statutes.

Employees terminated for a violation of policy or for unacceptable performance are not be eligible for payout of sick leave.

Upon retirement or total disability, an employee shall be paid the total amount of his/her unused sick leave accumulation. In the event the employee dies, the total amount of his/her unused sick leave accumulation shall be paid to his/her estate.

An employee who is eligible for a payout of sick leave in accordance with this Section and who retires or who is totally disabled, as those terms are described above, may have the option of receiving the payout of unused sick leave or applying the unused sick leave toward health insurance premiums. If the employee chooses to use unused sick leave towards health insurance the payout is subject to withholding. The employee may also use the monies paid to them for unused vacation. Vacation payout is subject to withholding. After the employee receives the final vacation payout, they may sign the check over to the City of Mayville for use in paying the health insurance premiums for that employee.

Payment for unused sick leave and annual vacation leave will be made after the Personnel Committee approval.

### **34 Direct Deposit\*\*:**

All employees will be paid through direct deposit to the financial institution of the employee's choice. In general, deposits are made available to the employee's account the morning of the designated payday. The direct deposit pay stub will be mailed to an employee upon request, if the employee is unable to receive it in person or it will be mailed to the employee's home address of record. Mailing the pay stub to another address requires a written request by the employee to the Clerk's office.

## **Section #4 – Reimbursement for Job Expenses**

### **4.1 Schooling, Conferences, Meetings, Etc. \*\*:**

If any employee would like to attend a conference, seminar, meeting, school, examinations, etc., he/she must submit to the supervisor a request for such attendance. The employee must substantiate in writing his/her attendance at such activity and the advantages he/she and the City will receive. Attendance at schools, seminars, meetings, conferences, etc. must be met within budget guidelines.

### **4.2 Education Reimbursement:**

- A. Direct Training: The training that relates directly to your current job skills needed to perform work for the City of Mayville. All costs associated with this type of training will be covered at 100% by the City of Mayville. Pre-payment for the costs will be made.
- B. The Utilities will reimburse the Water Wastewater Utilities Employees for passing the DNR licensing exams (sub-grades used within the City of Mayville).

- C. Degree Programs: Courses at accredited schools that can be applied toward some type of certification or degree are eligible for this type of assistance provided that the degree or certification is related to your job function and met within budget guidelines. Employees are eligible after one year of service. The eligible costs for this education are the direct course tuition fee expense. A grade of C or better must be obtained. NOTE: Books, workbooks, supplies, fees, wages, mileage, meals, and lodging for attending these courses, are not eligible for assistance. The costs for this type of education are not eligible for pre-payment. Reimbursements are made after successful completion of the course(s).

Employees who are reimbursed will sign an agreement stipulating to the conditions of this policy. If the employee voluntarily resigns his or her position with City within one year of the educational assistance payment date, the amount of that payment will be considered only a loan and the employee will be required to repay 100% of such educational assistance. In addition, if the employee voluntarily resigns his or her position with the City, the breakdown of repayment of said loan shall be pro-rated from the payment date as follows:

- If the employee voluntarily resigns within two years from the date of any payment by the City under this policy, the employee is required to repay 85% of the amount paid by the City; and
- If the employee voluntarily resigns within three years from the date of any payment by the City under this policy, the employee is required to repay 65% of the amount paid by the City.

The agreement also stipulates that the employee authorizes the City to deduct the amount owed from the final paycheck. If the final paycheck is insufficient to cover the amount, the employee will owe the City the remainder of the educational reimbursement amount. Terms of repayment on any further balance owed shall be determined by the Finance Committee.

All education reimbursement must be preapproved by the Department Head or City Council. Prior to the City providing a reimbursement under this program, any eligible employee seeking educational assistance benefits must provide documentation (a grade report or unofficial transcript) of successful completion of the coursework, proof of the tuition payment (copy of receipt/paid bill) if the City does not pay an amount directly to the institution, and other documentation reasonably requested by the City.

### **4.3 Travel Policy\*\* :**

#### **Convention Attendance:**

1. Registration fees will be paid by the City.  
Membership fees in a professional organization will be paid by the City.
2. When four or fewer persons are traveling in a private vehicle to the same destination on the same day, mileage expenses shall be reimbursed for only one vehicle at the then existing IRS rate. If it is more practical for one or more not to attend the entire meeting, two or more vehicles may be used.

#### **Meal Allowance:**

1. Receipts for meals, including the tip amount, need to be attached to the reimbursement claim form. No alcoholic beverages will be reimbursed at any time.

2. Meal costs shall be reimbursed only if reasonable, actually incurred and meeting the following guidelines:
  - A. Breakfast .....\$15.00 (including tax and tip)
  - B. Lunch .....\$20.00 (including tax and tip)
  - C. Dinner .....\$25.00 (including tax and tip)

The maximum allowable tip is 20%. If a meal is provided with a conference, the meal allowance would not be allowed.
3. Employees leaving the City in the morning and return the same evening are allowed only one (1) meal except that breakfast may be allowed if the employee leaves the City before 6:30 a.m. and the evening meal may be allowed if return to the City is after 6:30 p.m.

#### Lodging Allowance:

1. Lodging allowance shall be based on the most reasonable accommodations available. When making lodging arrangements, please make sure to indicate that the stay is for municipal business. Tax exempt forms will need to be taken to prove tax exempt status. If this is not done, the employee will be responsible for the tax charged on the room. All in house charges shall be at the expense of the employee that is not for food.
2. Lodging allowance shall not be paid for meetings of one day duration attended within a 75 mile radius of the City of Mayville unless authorized by the supervisor. Example: Night workshops, weather conditions or extended meetings.
3. Upon confirmation of lodging, the department head should turn into the Comptroller/Treasurer the amount of the lodging request so a check can be cut to be taken with the employee for payment of lodging. The City Department Credit cards should be used to reserve the reservation and should not be taken with the employee to the conference.

#### Advance Provisions:

1. For a three day or more convention, an advance can be drawn from the Comptroller/Treasurer for anticipated expenses. Upon return, the employee must present all receipts to the Comptroller/Treasurer. The employee shall be reimbursed for additional reasonable expenses incurred over the advance. Any monies remaining from the advance must be returned to the City. The amount of advance must be approved by the Committee of jurisdiction.

#### General Provisions –

Exceptions to the Convention and Travel Policy will not be made unless submitted to the City Council for approval and necessary dollar appropriation made prior to the date of attendance.

An expense voucher, provided by the Comptroller/Treasurer shall be submitted for approval prior to reimbursement. All receipts must accompany the voucher.

The City will reimburse an employee for expenses incurred while attending any City related function. The City cannot, however, reimburse the employee for expenses incurred by a spouse, family member or significant other who is attending the same function.

The Utilities Commission approves reimbursement of travel expenses for the Utilities as approved by the Director of Utilities and the Director's expenses approved by the Utilities Commission.

The Library Director approves reimbursement of travel expenses for the Library.

#### **44 City Vehicle Usage\*\*:**

The use of City Vehicles for employee travel is at the discretion of the Department Head.

#### **45 Mileage Reimbursement\*\*:**

Mileage for work related travel is eligible for reimbursement at the current IRS rate when the employee is using a personal vehicle. It is expected that employees requesting reimbursement use discretion in their travels, and plan trips in the most efficient manner. A mileage log must be submitted to the City Treasurer monthly, and is subject to review by the Finance Committee. Requests for reimbursement for mileage that is discovered to be non-work- related will be considered sufficient cause for suspension or dismissal of the employee.

The Utilities Commission approves reimbursement of mileage expenses for the Utilities as approved by the Director of Utilities and the Director's expenses approved by the Utilities Commission.

The Library Director approves reimbursement of mileage expenses for the Library.

### **Section #5 – Working Hours**

#### **51 Working Hours:**

The normal work week is Monday through Friday with the hours to be determined by the department head according to need or other factors. Hours of work will vary by department. Employees are expected to follow the schedule assigned to them by the department for which they are working. This schedule will include start times, end times, lunch periods, and break times.

The work week may be altered if working on a weekend is necessary or if attendance at committee meetings is part of the job requirement.

#### **52 Attendance – Punctuality:**

Employees who find they will be unable to report to work on time or unable to report for a full day must inform their immediate supervisor at their earliest opportunity. Good and sufficient reason must be provided for tardiness or absence. Absence without proper notification or approval may be considered sufficient cause for suspension or dismissal of the employee.

#### **53 Appointments:**

Employees should make every effort to avoid scheduling medical and dental appointments during working hours. If it is necessary to do so, prior approval must be obtained from the supervisor.

## 54 Overtime/Compensatory Time:

### Hourly Employees:

All **hourly** employees shall be paid at a rate of one and one half times their hourly rate, for work in excess of forty (40) hours per week, in cash or compensatory time off at the employee's option.

All employees shall be paid a minimum of one (1) hour at a rate of one and one-half (1 ½) times their hourly rate when they are called in out of their normal schedule of hours, in cash or compensatory time off at the employee's option.

Compensatory time shall be accumulated in a running account up to a maximum of fifty (50) hours. Employees must give at least 24 hours notice for a compensatory time off request to be considered, unless otherwise agreed upon by the employee and management. All hours accumulated in excess of maximum shall be paid out in cash. All compensatory accounts shall be paid out at the end of the year, at which time the employees shall restart their running account.

Employees shall receive their regular rate of pay for time spent in required education and training sessions.

Utility employees that are scheduled to carry the department emergency cell phone on weekends (Saturday, Sunday, or Holidays) shall be paid fifty-five dollars (\$55.00) per day and thirty (\$30.00) dollars per regular weekday (Monday, Tuesday, Wednesday, Thursday, Friday). In addition, a minimum of two (2) hours at a rate of time and a half (1 ½) their hourly rate when they are called out to answer an alarm call. Management reserves the right to perform on call work. In lieu of on-call pay, an operator on call may also take a day (1) of following or preceding the on-call week at the discretion of the Utilities Director.

Department of Public Works employees shall receive standby pay in the amount of fifty-five dollars (\$55.00) per day for Saturdays, Sundays or Holidays in which there is a prediction of a snow event which would require their labor for plowing and/or salting. There shall be no standby pay during the normal work week.

Full-time employees required to work on Holidays or Sundays outside their regular scheduled shift, shall be paid at the rate of double time (2 times) their regular rate of pay.

### Salaried Employees/Department Heads/Supervisory Personnel:

Department Heads and designated supervisory personnel are expected to accrue a combination of work and paid leave (i.e. sick, vacation, holiday and personal time) totaling 2080 hours per year as a performance measurement (unless stipulated otherwise by contract or other rule/regulation). Department Heads and designated supervisory personnel may be subject to the discipline if such time is not worked.

Such personnel shall not be subject to deductions of pay for absences from the normal working schedule for less than one day. For absences of more than one day, deductions from pay may be made by the City when permitted by applicable law, unless sick time, vacation or other paid leave time, or compensatory time is recorded on the time card. The City may request that time records of the employee be provided to attest to the 2080 hour per year requirement is being met in the event that compensatory time is recorded on one or more time cards.

## **Section #6 – Employee Benefits, Holidays, Leaves**

### **61 Holidays:**

Full-Time employees will receive the following paid holidays:

New Year's Day	Day Following Thanksgiving
One Spring Holiday	One (1) Full Day Before Christmas
Memorial Day	Christmas Day
Independence Day	One (1) Full Day Before New Year's Day
Labor Day	Two (2) Personal
Holidays Thanksgiving Day	

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Employees must work the last scheduled work day preceding and the first scheduled work day following a holiday in order to be eligible for holiday pay, unless on an excused absence or on a paid leave of absence. If a holiday occurs during a vacation, an extra day of vacation will be granted.

Any Library part-time employee who works 600 hours or more per year will receive the following when working on Spring Holiday and the day after Thanksgiving: (1) double pay for hours worked; or (2) pay for hours worked and usual holiday pay, whichever is greater.

### **62 Sick Leave:**

Eligible employees shall earn sick leave with pay at the rate of one (1) day for each month of service. Employees hired on or before December 12, 2011 may accumulate up to a maximum of 120 sick days. . Employees hired on or after December 13, 2011 may accumulate up to a maximum of 60 sick days. Employees may accumulate an additional 30 days, but this additional amount may only be paid out upon retirement, total disability, or death as described in Section 3.3 above.

Each day an employee is out for an illness he/she must call their immediate supervisor and so inform him/her. A doctor's certification may be required for absences in excess of three (3) working days of continuous absence. When a serious illness or accident occurs in the employee's immediate family, which shall be defined as spouse, children, and parents and it is necessary that the employee be in attendance, said employee shall be granted sick leave time off which shall be deducted for the employee's sick leave account. The City shall have the right to investigate such illness or accident. An employee who exhausts their sick leave account and is still sick or injured may be placed on medical leave, without pay, until such time as they are able to return to work. This leave will not exceed six (6) months and will be granted upon verification of such illness by the Personnel Committee.

**63 Annual Vacation Leave:**

A paid vacation is earned on the following basis:

1) After one (01) year of service .....	10 days
2) After five (05) years of service .....	15 days
3) After seven (07) years of service .....	17 days
4) After ten (10) years of service .....	20 days
5) After thirteen (13) years of service .....	22 days
6) After fifteen (15) years of service .....	25 days

Permission to take annual vacation leave shall be in writing on vacation forms signed by the Mayor/Supervisor at least 24 hours in advance. If an employee dies while still employed by the City, an employee or an employee's estate will receive payment for prior vacation credits earned but not taken as of the date of death on a pro-rata basis. Any other payout of accrued unused vacation leave is described in Section 3.3 above. Any unused vacation will not be carried over to the following year unless approved by the applicable Department Head and Mayor.

**64 Funeral Leave:**

All employees will be granted funeral leave of up to three (3) days with pay, for death occurring in the immediate family. The immediate family will be defined as mother, father, brother, sister, son, daughter, spouse, employee's mother-in-law, father-in-law, brothers-in-law, sisters-in-law, and the grandparents and grandchildren of the employee and spouse. If additional leave time is required beyond that specified above, such additional time may be taken and deducted from the employee's sick leave accumulation or earned vacation time, provided that authorization for additional leave is first obtained from the employee's supervisor.

**65 Jury Duty:**

An employee serving on a jury as a result of being called as a witness before any judicial body, shall be paid the difference between his/her regular salary and the verified amount received for jury duty or testimony.

Employees shall copy the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are required to report for work whenever the court schedule permits.

**66 Leave of Absence and Federal and Wisconsin FMLA Guidelines:**

Requests for leave of absences may be granted for periods of time, but not to exceed six (6) months, if reasons are justifiable. A written request must be made to the supervisor, who will in turn report it to the Personnel Committee. After consultation, the Personnel Committee will make a recommendation to the City Council for final disposition of such request. The Library Board has final approval of library personnel leave of absences.

**Family or Medical Leave.**

The City of Mayville will follow the requirements of the Federal Family and Medical Leave Act ("FMLA") and the Wisconsin FMLA. The Wisconsin and Federal FMLA laws differ in a number of areas. The City will comply with the more generous provision as required by law.

An employee who has been on the City payroll for 52 consecutive weeks and who has been paid

for 1,000 hours during the preceding calendar year is eligible for Wisconsin Family Medical Leave. An employee who has been employed for 12 months and who has actually worked 1,250 hours during the 12 months before leave is requested, is entitled to unpaid leave under the Federal FMLA.

Unpaid leave is available for one or any combination of the following circumstances:

<u>TYPE</u>	<u>ELIGIBILITY</u>	<u>MAXIMUM DURATION FOR STATE LEAVE</u>	<u>MAXIMUM DURATION FOR FEDERAL LEAVE</u>
Personal serious health condition; inpatient hospitalization, chronic condition or continuing care by a physician	Unable to work because of serious health condition	Up to two (2) weeks per calendar year	Up to twelve (12) weeks per rolling 12-month period
Birth, adoption, foster care	Birth of a child, placement of child for adoption or as pre-condition to adoption, or foster care placement	Up to six (6) weeks per calendar year	Up to twelve (12) weeks per rolling 12-month period
Family serious health condition, inpatient hospitalization, chronic or continuing care by a physician	Necessary to care for spouse, child or parent with serious health condition	Up to two (2) weeks per calendar year Also covers care for qualifying domestic partners	Up to twelve (12) weeks per rolling 12-month period
Leave to care for a seriously ill or injured military service member who is a spouse, son or daughter, parent, or next of kin.	Spouse, son, daughter, parent, or next of kin service member has been injured on active duty, and service member is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness.	None	Up to twenty-six (26) weeks per rolling 12-month period, per service member, per injury.
"Qualifying exigency" leave due to employee's spouse, son, daughter or parent being on or called up for active duty in the Armed Forces.		None	Up to twelve (12) weeks per rolling 12-month period

1. Definitions and Clarification on Types of Leave  
***Child, Spouse, and Parent***

A "child" includes not only your biological, adopted, or foster child, but also a step child, legal ward, or child for whom you have day-to-day responsibilities to provide care and

financial support. If older than age 18, the child must be incapable of self-care at the time leave is to commence because of a “physical or mental disability.” A “physical or mental disability” is a physical or mental impairment that substantially limits one or more of an individual’s major life activities. For purposes of the Wisconsin FMLA, however, a child over 18 must be incapable of self-care because of a serious health condition (defined below).

The term “spouse” is limited to your husband or wife and does not include an unmarried domestic partner. The Wisconsin FMLA has a separate provision covering qualified domestic partners, as defined by Wisconsin law.

A “parent” includes your biological parents or another individual who provided day-to-day care and financial support during your own childhood. Your parent-in-law or parent of your domestic partner is not considered a parent for purposes of the FMLA but is considered a parent for purposes of the Wisconsin FMLA.

### ***Serious Health Condition***

A “serious health condition” under the FMLA is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a hospital or other treatment facility or “continuing treatment by a health care provider.”

For purposes of the federal FMLA, a serious health condition involving “continuing treatment by a health care provider” includes any of the following:

- A period of incapacity—inability to work, attend school, or perform other regular daily activities due to the serious health condition—of more than three full consecutive calendar days, and (1) treatment two or more times, within thirty days of the first day of incapacity, by a health care provider or by another health care professional under the orders of or on referral by a health care provider or (2) treatment on at least one occasion by a health care provider that results in a regimen of continuing treatment under the health care provider’s supervision. “Treatment” must be an in-person visit to a health care provider for examination, evaluation or specific treatment.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment due to a chronic serious health condition, such as asthma, diabetes, or epilepsy.
- Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer’s, a severe stroke, or the terminal stages of a disease.
- Any period of absence to receive multiple treatments, either for restorative surgery or for a condition that would likely result in a period of incapacity of more than three full consecutive calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis, and kidney disease.

Under the Wisconsin FMLA, a serious health condition is a disabling physical or mental illness, injury, impairment, or condition involving:

- Inpatient care in a hospital, nursing home, or hospice; or
- Outpatient care that requires continuing treatment or supervision by a health care provider.

The term health care provider includes a physician, dentist, clinical psychologist, podiatrist, chiropractor, a nurse practitioner, physician assistant, a nurse mid-wife, a clinical social worker, and certain other health care professionals.

### ***Leave for Child, Spouse or Parent with Serious Health Condition***

Federal and Wisconsin FMLA leave may be taken to care for a child, spouse, domestic partner (under Wisconsin FMLA only), or parent with a serious health condition. “To care for” is defined as caring for a family member’s physical and psychological needs, which may encompass basic medical, hygienic, nutritional needs, or safety.

#### 2. Method of Calculating Leave Entitlement

To determine the amount of Federal FMLA leave to which an employee is entitled, **the City uses a rolling 12-month period, measured backward from the date an employee uses any FMLA leave.** Each time an employee takes FMLA leave the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. Pursuant to Wisconsin law, entitlement to State FMLA leave will be calculated based on the calendar year.

Federal and State Family Medical Leave run concurrently, not consecutively.

Unless leave is taken on an intermittent or reduced schedule, as set forth in Section 6 below, leave will be taken on a continuous basis.

When a husband and wife both work for the City, the aggregate number of work weeks of leave they may take for birth, adoption/foster care, care of a seriously ill parent, or leave for a qualifying exigency is twelve (12) weeks under the Federal FMLA. Up to a combined total of twenty-six (26) weeks may be used to care for a seriously ill or injured military service member.

3. Substitution: An employee may elect to substitute accrued leave for any Wisconsin FMLA leave, but will not be required to substitute such paid leave. After the Wisconsin leave has expired, and during any remaining Federal FMLA leave, the employee may choose or the City may require that accrued paid time off or other paid leave to be substituted for part or all of the remaining FMLA leave, provided the leave otherwise qualifies under the City’s applicable paid leave policies.
4. Worker’s Compensation and FMLA Leave  
When an employee is absent due to a work-related illness or injury which meets the definition of a serious health condition, the absence will be counted against the employee’s entitlements under the Wisconsin and Federal FMLA. In other words, FMLA and worker’s compensation leave will run concurrently.
5. Request for Family or Medical Leave  
Except in situations where the employee is unable to provide a written request because of

the need for emergency health care, the employee is to provide his or her supervisor with a written application for FMLA leave prior to the requested commencement of the leave on the “Family and Medical Leave Request Form” from the Finance Director. The request shall indicate the date that the employee is expected to return to work. In cases where the need for the leave is foreseeable, the request is to be made at least 30 days prior to the anticipated leave.

If the employee gives less than 30 days’ notice of the need for leave, the City may require the employee to explain why it was not practicable to give the 30 days’ notice. The City may delay the taking of a requested leave until at least 30 days after the date the employee provides notice when the employee fails to provide proper advance notice, unless the employee was unable to comply because of the need for emergency health care or other reasonable excuse.

In cases of emergency, verbal notice of the need for leave should be given as soon as possible and in accordance with the City’s applicable absence policy, but in no case later than two working days after the need for FMLA leave has become apparent. Calling in sick, without providing additional information, is not sufficient notice of the need for federal FMLA leave.

If an employee has been out for three or more days in a row, or if the City has information that the employee is out for an FMLA-qualifying reason but has not requested FMLA leave, the City may require the employee to complete an FMLA Request Form and Medical Certification so the leave may be properly designated. The City may also retroactively designate FMLA leave when it later learns that certain leave was FMLA-qualifying.

The employee is to advise the supervisor if his or her return date changes. An employee who overstays a leave of absence will be considered to have voluntarily terminated unless the employee was unable, due to a health care emergency, to notify the City.

6. Intermittent or Partial Leave

Under the Wisconsin FMLA, leave may be taken in non-continuous or intermittent blocks or increments for the birth or placement of a child for adoption, provided that the last increment of leave begins within 16 weeks of that birth or placement. An employee may take intermittent leave, whenever medically necessary to care for a parent, spouse, domestic partner (under Wisconsin FMLA only), dependent child with a serious health condition, or their own illness or for certain military- related leaves. Also, if the leave is for planned medical treatment and will be taken on an intermittent basis or by a reduced schedule, the employee is expected to schedule the treatment so as to create minimum disruption for the City. To comply with this requirement, an employee should provide the City, in writing, with the employee’s proposed schedule of partial absences with reasonable promptness after the employee learns of the probable necessity of such leave.

The smallest increment for partial leave is the smallest measure of time that employees are able to take time for any non-emergency leave.

Where intermittent leave or reduced work schedules are requested for foreseeable or planned medical treatment, the City may temporarily transfer the employee to an available equivalent position if the employee is qualified and the position better accommodates recurring leave.

7. Medical Certification

When an employee requests medical leave for his or her own health condition or leave to

care for a family member, the employee must provide medical certification from an appropriate health care provider on a form approved by the City. This certification should be furnished at the time the leave is requested and at most 15 days from the date such medical certification is requested. In the case of unforeseen leave, the certification should be furnished as soon as practical.

Failure to provide the requested medical certification may result in delay or denial of the leave. This means the absence may then be counted against the employee for purposes of discipline for attendance.

Where medical leave is involved, the City may, at its expense, require the employee or a family member to obtain the opinion of a second health care provider chosen by the City. If a dispute exists, a third opinion may be secured. The City may also request recertifications on a periodic basis as permitted by law.

8. Insurance

An employee who is enrolled in the City's group health or dental insurance plans may continue to participate in the program at the same contribution rate as before the leave for the duration of the leave.

During leave taken under this policy, the City will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. The employee will be responsible for paying his/her portion of health insurance premiums regardless of whether his/her family and medical leave is paid or unpaid. It is the employee's responsibility to make arrangements with the City's Finance Director for making premium payments for group health insurance during leaves.

If a staff member fails to return to work or fails to remain at work for a period provided under the law, the City may recover its portion of the premiums paid for medical benefit coverage during the leave.

9. Fitness For Duty Certification

If leave is due to the employee's serious health condition, s/he may be required to present certification of fitness for duty to his/her supervisor upon returning to work.

10. Return from Family or Medical Leave

An employee will be returned to his or her former position upon return from statutory family or medical leave if the position is vacant. If the former position is not vacant, an employee on statutory medical or family leave will be returned to an equivalent employment position unless the employee would have been terminated during the statutory leave for a legitimate business reason. The employee, however, has no greater right to reinstatement or benefits than if s/he had been actively employed during the leave. If the employee exhausts his or her statutory leave before returning to work, return to work will be controlled by the City's collective bargaining agreement and other policies and practices.

11. Employer Responsibilities

Employees requesting leave must be notified if they are FMLA eligible. It is unlawful for any employer to: (1) interfere with, restrain, or deny the exercise of any right provided under the FMLA; or (2) discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

An employee may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer. The 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.

## 67 Military Leave\*\*:

Leaves of absence will be granted for certain eligible employees serving in the uniformed services, including but not limited to the United States Armed Forces or National Guard and Reserves (including voluntary or involuntary service), in accordance with applicable federal and state law. Employees who are enrolled members of the Reserve components of the Armed Forces of the United States are entitled to leave of absence as is necessary to enable them to attend field training exercises or military deployments which have been duly ordered. Such leaves shall be without pay – not to exceed five years. Employees shall be allowed to use vacation time or compensatory time while fulfilling their military obligations. To the extent that this policy conflicts with any existing collective bargaining agreement, the agreement shall be observed.

Notice of service must be given to the employee's immediate supervisor at the earliest possible date, but must be given prior to the beginning of the service. This notification requirement also applies to employees who serve in the National Guard and/or Reserves and who will miss work for regular monthly training. National Guard and Reserve employees should provide notification of their monthly training schedule for the year as soon as it is available.

Accrued, unused vacation, sick leave, and banked holidays at the time the leave commences will be held in the employee's account unless requested to be paid out. Upon return from uniformed service the employee will once again start to accrue future vacation, holidays, and sick leave.

If an employee chooses, health insurance coverage may continue in one of two ways. Coverage can continue under the federal law known as COBRA. Coverage can also continue under the federal law known as USERRA. COBRA generally provides coverage for 18 months, although this period can be extended to 29 months or 36 months in certain circumstances (such as second qualifying events). USERRA is available only for individuals who qualify under this military leave policy. USERRA provides for up to 24 months of coverage after the uniformed service leave commences. If both COBRA and USERRA are elected, they run concurrently (i.e., at the same time) and not consecutively (i.e., not back-to-back). The City of Mayville will pay 50% of the COBRA share up to one year per deployment.

For the first 30 days of uniformed service, the employee will be required to pay the employee's share of any premium. For uniformed service, beyond that date, employees will be required to pay 50% of the total cost of coverage (employer share plus employee share), if the employee elects to continue coverage for up to one year per deployment. After the one year time per deployment the employee will be required to pay 100% of the total cost of coverage (employer share plus employee share). Timely payments must be made to the City separately (e.g., via check). Contributions are due on the first of the month for which coverage will be provided. A grace period of 30 days will be provided for late contributions. If the amount owed is not received by the end of the grace period, coverage will be retroactively cancelled to the beginning of the month. Coverage is only available on a month-by-month basis; no partial months are allowed.

Employees on uniformed service leave of greater than 30 days must notify the Department Head and the Comptroller Treasurer prior to the commencement of their uniformed service that (i) they will be out on uniformed service; and (ii) whether they elect to continue health insurance coverage. If both of these requirements are not satisfied (or if requirement (ii) is not satisfied), the City reserves the right to cancel plan coverage as of the first of the month after the employee's departure from employment for uniformed service. However, if the employee failed to satisfy

either requirements (or just requirement (ii)) because advance notice was not possible, was unreasonable or was prevented by military necessity, plan coverage will be reinstated retroactively upon your election to continue coverage and payment of all unpaid amounts due. In this situation, your election and payment must occur within 30 days after it becomes possible for you to make the election.

If health insurance coverage for an employee is cancelled because of uniformed service leave, such coverage shall be reinstated upon the employee's reemployment.

City-provided life insurance and supplemental life is discontinued while on uniformed service. The employee may elect coverage continuation and pay the entire cost. Long-term disability insurance is discontinued while in uniformed service.

Employee service credits for military leave within the period will be determined by the State of Wisconsin Department of Employee Trust Funds.

The City will comply with all federal and state military and/or uniformed service leave laws and reinstate employees who have been on a uniformed service leave of absence in accordance with applicable federal and state law. Generally, all of the following criteria must be satisfied to be eligible for reemployment:

- Employees provide advance notice of their service;
- Employees return to work or apply for reemployment in a timely manner after conclusion of service;
- Employees have five years or less of cumulative uniformed service while with the City; and
- Employees have not been separated from service with a disqualifying discharge or under other than honorable conditions.

Employees will retain seniority rights as if employment had been continuous and had not been interrupted by uniformed service. Employees will be eligible to participate in all benefit programs in which they would have participated had they not been on leave of absence.

In certain instances employees may be required to undergo fitness-for-duty examinations prior to returning to work.

Time limits for returning to work depend, with the exception of fitness-for-duty examinations, on the duration of the employees' uniformed service.

- **Service of 1 to 30 days** - Employees must report to work by the beginning of the first regularly scheduled work day that would fall eight hours after the end of the calendar day on which service ended.
- **Service of 31 to 180 days** - Employees must submit an application for reemployment no later than 14 days after completion of uniformed service.
- **Service of 181 or more days** - Employees must submit an application for reemployment no later than 90 days after completion of uniformed service.

Failure to seek timely re-employment and/or exceeding the unpaid leave granted may result in termination of the leave and termination of employment.

### **68 Worker's Compensation\*\*:**

All employees shall be covered by Worker's Compensation Insurance. In the event an employee suffers compensatory injury or illness in the course of performing his/her duties, he/she shall receive his/her regular salary. If the illness or injury is of a duration in which Worker's Compensation is paid, he/she shall receive the appropriate amount of Worker's Compensation pay and will, in addition, receive an amount from the City which in aggregate equals his/her normal net take home pay. There is a 3 day waiting period regarding worker's compensation benefits. An employee is not entitled to compensation for the 3 days following the last day of work for the injury. However, if the employee is still disabled as of the 8<sup>th</sup> day following the work injury, the 3 day waiting period is waived and the employee qualifies for benefits for the 3 days. An employee may use sick time or vacation time for the 3 days. Time paid for in this article shall not be charged to sick leave. Employees involved in an accident may be required to take a blood test.

### **69 Health / Dental Insurance:**

Each employee will be eligible to participate in the City's group health and/or dental insurance program in accordance with the terms of the Wisconsin Employee Trust Fund's (ETF) eligibility rules. The City can choose an ETF option that is health only or health and dental combined. The City, in its sole discretion, reserves the right to change or modify the health insurance offered by the City including, but not limited to, health benefits, coverages, and/or carrier(s).

All employees, including part-time employees, participating in the Wisconsin Retirement System (WRS) are eligible for group insurance and must be offered coverage if the employer elects to provide coverage under the Wisconsin Public Employers Group Health Insurance Program. This includes:

- a. Active employees participating in the WRS.
- b. Retired employees receiving an annuity from the WRS (including a lump sum or disability annuity) who were participants in the employer's preceding group health insurance plan.
- c. Insured employees terminating employment after age 55 (age 50 for protective category employees) having 20 years of WRS creditable service who defer the annuity. Insured employees, who terminate employment) for reasons other than gross misconduct) and fail to meet the above age and service requirement, must be offered continuation coverage.
- d. Rehired annuitants that elect to return to active WRS coverage.

An employee who is eligible to participate in the City's group health/dental insurance program may be responsible for contributing to the premium for the insurance program coverage and for paying out of pocket expenses such as deductibles, co-payments/drug co-payments, and coinsurance. A regular part-time employee may be responsible for contributing a greater amount to the premium for the insurance program coverage.

Annually, the City Council sets the employee and employer premium contribution rate for the insurance premiums.

If eligible under ETF's rules, an employee, upon disability and/or retirement, may continue to be covered by the City's health and dental insurance plans provided that said employee pays 100%

of the premiums for coverage in advance to the City.

#### Dental Insurance Option at Council Choice:

When dental insurance is offered as a separate policy not included in the ETF health insurance option, dental coverage is offered to full-time, eligible retired and disabled employees.

### **610 Life Insurance Short-Term Disability Insurance:**

Employees are provided life insurance in conjunction with the Wisconsin Retirement Fund and the terms of the life insurance program. The City will pay the full cost of the Basic Premium plus 20% as required. Employees may also elect to purchase additional units of life insurance. Payments for these additional units shall be deducted from the employee's paycheck on the first payroll of each month.

The City agrees to pay up to \$3.00 per month for the cost of Spouse and Dependent Life Insurance Program for current employees.

Employees who work 30 hours or more a week are provided Short-Term Disability Insurance which will compensate a weekly payment per the policy for claims up to 26 weeks. Also provided under the Short-Term Disability Plan is an additional \$10,000 of life insurance. The City shall pay the full cost of the Short-Term Disability premium for employees who work 30 hours or more a week.

### **611 Retirement:**

The City participates in the Wisconsin Retirement System. Eligibility for employee participation in Wisconsin Retirement System is established by ETF. Eligible employees shall be responsible for making employee-required contributions to the Wisconsin Retirement System. Any employee may contribute an additional amount to the Wisconsin Retirement Fund should he/she desire to do so by payroll deduction or other means mutually agreed to by the employee and the City.

### **612 Regular Part-Time Employees**

Only regular part-time employees will be eligible for any fringe benefits (except for the retirement program where any employee meeting requirements will be eligible). Regular part-time employees shall be permitted to enroll in the City's medical insurance, life insurance and retirement programs and must meet eligibility requirements. If eligible, the City shall pay all premiums of the employee on a pro rata basis to the number of hours worked by the employee. Other fringe benefits will also be entitled on a pro rata basis for actual hours worked.

### **613 Deferred Compensation Plan\*\*:**

The City provides an option to any regular full-time or part-time employee to invest a portion of the employee's present earnings in a deferred compensation plan. This is an arrangement where a certain dollar amount can be designated by the employee to be withheld from the employee's paycheck and invested for payment at a later date, usually at retirement. Under this arrangement, neither the deferred amount nor earnings on the investments are subject to current federal income taxes until such time as the employee receives payment from the plan.

Contributions to the program are financed solely by the employee through payroll deductions. Benefits received through this program are in addition to any Social Security or public employee's retirement program benefits for which the participating employee would be eligible. There are two plans available to the Employee to choose from: Wisconsin Deferred

Compensation Program and North Shore Bank.

#### **614 Employee Service Recognition Awards for Regular Full-Time and Regular Part-Time Employees:**

The following are awards in recognition of continuous service to the City of Mayville:

Five Years of Service	\$35.00 Gift Certificate
Ten Years of Service	\$45.00 Gift Certificate
Fifteen Years of Service	\$60.00 Gift Certificate
Twenty Years of Service	\$95.00 Gift Certificate
Twenty-five Years of Service	\$120.00 Gift Certificate
Thirty Years of Service	\$170.00 Gift Certificate
Thirty-five Years of Service	\$200.00 Gift Certificate
Forty Years of Service	\$250.00 Gift Certificate

Each regular full-time employee will receive the appropriate gift certificate together with a Plaque of Appreciation from the City. Each regular part-time employee will receive the appropriate gift certificate together with a Certificate of Appreciation from the City. The honored employee is allowed to choose which Mayville business the gift certificate would be issued for. The City Clerk will provide a list of eligible Mayville businesses from which the gift certificate may be awarded. In addition, there will be Mayoral recognition in an open meeting for every five years of service.

Upon retirement, the City will issue a \$100 gift certificate from a City of Mayville Business at the employee's choice with a resolution of appreciation.

#### **615 Protective Eyewear Reimbursement and Required Safety Equipment:**

Once every two years, the City will reimburse personnel for prescription safety glasses/protective lenses and frames if their position requires this type of equipment. The eyewear should be purchased from a licensed ophthalmologist or optometrist. Should the employee's safety glasses be broken on the job, the City shall pay for the actual cost for replacement glasses subject to supervisor's authorization and certification that the breakage occurred during hours of work for the City. The maximum reimbursement for protective eyewear will be \$275.

The City shall provide required safety equipment to the employees so as to comply with O.S.H.A. standards.

#### **616 Commercial Driver's License (CDL):**

If a position requires a commercial driver's license (CDL) and an employee loses his/her CDL, he/she must notify the supervisor immediately. If an occupational license is not subsequently granted, the employee may be assigned duties and tasks that would not require possession of a CDL. Such assignment of duties and tasks shall be at the sole discretion of the Department Head. While on assigned duties, the employee will be paid at the *General Hire* rate of pay.

#### **617 Uniform Allowance:**

All non-union police department personnel are required to wear uniforms. During the initial year of employment, the City shall provide all necessary uniform articles and equipment without cost to the personnel.

After the initial year of employment, the Police Chief and Police Captain shall receive an annual uniform allowance of \$550.00. The Police Dispatchers shall receive an annual uniform allowance of \$250.00. This uniform reimbursement shall be for articles necessary to complete the employee's uniform only. Effective as of January 1, 2012, and hereafter, by January 31<sup>st</sup>, of each year disbursements will be made on the employee's paycheck.

An employee who terminates his/her employment during the first year of service shall return the clothing and equipment to the City within five (5) days of his/her termination.

In the event that uniforms are damaged in the course of the employee's duties, they shall be replaced at no cost to the employee, provided that the clothing is turned over to the Chief with a written report of the incident as soon as possible after the incident. Such cost shall not be deducted from the employee's uniform allowance.

#### **6.18 Cellular Phone Reimbursement:**

The Police Chief, Police Captain and all Department Heads are allowed to submit for reimbursement the monthly base charge for their personal cellular phones if not paid for by the City. The amount of this reimbursement shall not exceed \$120.00 per year.

#### **6.19 Utility Employee Safety Footwear**

Utilities employees that are required to wear safety toed footwear as a condition of employment shall be reimbursed up to \$150.00. Such reimbursement shall be limited to once per employee every 12 months. Actual dated receipts submitted to the Utility Director will be reimbursed via check up to the actual purchase price, but not exceeding \$150.00.

### **Section #7 – Termination of Employment**

#### **7.1 Resignation:**

If an employee decides to leave the employment of the City of Mayville, it is hoped that it will be under pleasant circumstances. The reason for leaving and future plans should be discussed with the supervisor. A written notice of resignation shall be given to the supervisor at least two (2) weeks prior to the resignation date.

### **Section #8 – Employee Discipline**

#### **8.1 Policy:**

It is the intention of the City of Mayville to administer a fair and effective means for discharging, suspending, demoting or reducing the pay of non-probationary employees.

Any employee who violates any City policy, procedure, rule or regulation, whether written or unwritten, shall be subject to disciplinary action which may, but need not, include oral warnings, written warnings, suspension without pay, work restrictions, or any other discipline, up to and including termination. The nature of the discipline will depend upon the nature of the violation and the surrounding circumstances.

Some things, for which an employee may be disciplined, up to and including termination, include the following but not limited to:

- failure of employee to perform his/her duties as listed in job description with competence and integrity;
- neglect of duty, contractual obligations or other rules and regulations;
- refusal or failure to obey legitimate orders from a supervisor, unwillingness to submit to the supervisor's authority or insulting behavior toward a supervisor;
- failure to respect confidentiality of records;
- drawing salary for time not actually on duty;
- frequent tardiness and absenteeism,
- falsification of forms or expense vouchers;
- reporting for work, or while at work, visibly displaying evidence of having consumed alcoholic beverages or illegal drugs or having possession of such items;
- unauthorized possession of firearms or other weapons on City property;
- physical fighting or assault on a co-worker or citizen;
- theft, destruction, defacement or misuse of City property or of another employee's property;
- serious deliberate misuse of equipment or abuse of keys;
- acceptance of gifts or gratuities, if in excess of ordinance;
- misuse of internet or e-mail.

## 8.2 Disciplinary Actions:

Types of corrective action include a verbal reprimand, a written reprimand, suspension or discharge. If the action taken is suspension or discharge, the employee must receive written notice. Said notice must include: the specific reason for the corrective action, the corrective action to be imposed and the effective dates and length of the corrective action. The original copy of the written notice of corrective action must be directly given to the employee. A copy of the written notice must be filed with the supervisor and Personnel Committee. The disciplinary process may be invoked at any step based on the severity of the incident.

Disciplinary action against Police and Fire Department Subordinates and Chiefs will be handled according to Wisconsin State Statutes 62.13.

Disciplinary action against Library employees will be handled by the Library Director.

## **Section #9 – Grievances and Appeals**

### **9.1 Procedure:**

The City of Mayville has established this Grievance Procedure for a City employee to utilize for matters concerning employee discipline, termination, or workplace safety covered by this Grievance Procedure. This Procedure provides each employee with the individual opportunity to address concerns regarding employee discipline, termination or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the City Council.

An employee shall use this Grievance Procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues covered by this Procedure. The City Council expects the employee and management to exercise reasonable efforts to resolve any questions, problems or misunderstandings prior to utilizing the Grievance Procedure. This Grievance Procedure does not create a legally binding contract or a contract of employment. The City of Mayville reserves all rights.

### **9.2 Definitions:**

“Termination”. “Termination” means a separation from employment by the employer for disciplinary or quality of performance reasons. “Termination” does not include layoff, furlough or reduction in workforce, job transfer, non-disciplinary demotion, reduction or position elimination, resignation, abandonment, retirement, nonrenewal of contract, death, separation as a result of disability, action taken pursuant to an ordinance created under Wisconsin Statute Section 19.59(1m), or the end or completion of temporary employment, seasonal employment, contract employment, or assignment.

“Employee Discipline”. “Employee discipline” means an employment action that results in disciplinary suspension with or without pay, disciplinary termination, or disciplinary demotion. “Employee discipline” does not include oral or written reprimands or warnings, performance improvement plans, performance evaluations or reviews, documentation of employee acts or omissions, administrative leave or suspension with pay, non-disciplinary wage, benefit or salary adjustments, changes in assignment, action taken pursuant to an ordinance created under s. 19.59(1m), or other non-material employment actions.

“Workplace Safety”. “Workplace safety” shall be narrowly construed and not construed to include basic conditions of employment unrelated to physical health and safety. “Workplace Safety” means conditions of employment related to the physical health and safety of employees and includes safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk. “Workplace safety” does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, sick, family, or medical leave, work schedules, breaks, termination, vacation, performance reviews, and compensation.

### **9.3 Timelines and Grievance Format:**

Verbal Grievance and Dispute Resolution. Within fourteen (14) calendar days of the termination, employee discipline or actual or reasonable knowledge of the workplace safety issue and prior to filing a written Grievance, the Grievant must discuss the dispute with the supervisor who made the decision. The supervisor and employee must informally attempt to resolve the dispute. The supervisor shall notify the City Clerk of this meeting and the results of the meeting.

Written Grievance Submission. The employee must file a written Grievance within fourteen (14) calendar days of the termination, employee discipline or actual or reasonable knowledge of the workplace safety issue. The Grievance must be in writing and must be filed with the supervisor and with a copy to the City Clerk. The Grievance shall contain a clear and concise statement of the pertinent facts, the dates the incidents occurred, the identities of the persons involved, documentation related to the Grievance in possession of the Grievant, the steps taken to informally resolve the dispute and the results of those discussions, all reasons why the actions of the supervisor should be overturned, if applicable, and the remedy that should be issued. A Grievance alleging a workplace safety issue shall identify the workplace rules allegedly violated, if applicable.

Administrative Response. Representatives of the City's Administration, as authorized by the Mayor, shall meet with the Grievant within fourteen (14) calendar days of receipt of the written Grievance to discuss voluntary resolution of the Grievance. If those discussions do not resolve the Grievance, then the Administration will provide a written response to the Grievance within five (5) calendar days of the meeting. The written response shall contain a statement of the date the meeting between the Administration and the Grievant occurred, the decision to sustain or deny the Grievance, and the deadline for the Grievant to appeal the Grievance to an Impartial Hearing Officer. The written response shall be hand delivered or sent by certified mail to the Grievant. The City and the Grievant shall split the cost of the Impartial Hearing Officer equally if the impartial hearing officer deems the grievance unsubstantiated.

Impartial Hearing. The decision of the Administration shall be final unless the Grievant files a written appeal requesting a hearing before an Impartial Hearing Officer. The written appeal shall be filed with the City Clerk within ten (10) calendar days of the date the Administrative Response is sent to the Grievant. The Impartial Hearing Officer shall file the written response within fifteen (15) calendar days of the close of the hearing.

Appeal for Review. Either party may file a written request for review by the City Council within ten (10) calendar days of receipt of the Impartial Hearing Officer's written response. The written notice of appeal shall contain a statement explaining the reasons for the appeal and a copy of the Grievance, the Administration's response to the Grievance, and the Impartial Hearing Officer's written response. The written notice of appeal may not include information that was not presented at the Hearing.

Decision of the Governmental Body. The City Council shall make a decision regarding whether or not a meeting will be held within thirty (30) calendar days of the appeal. A decision by the governmental body will be made within sixty (60) calendar days of the filing of the appeal for review unless the governmental body extends this timeframe.

Importance of Timelines and Process. A Grievance will be processed pursuant to the established timelines. A Grievant may advance a Grievance to the next step if a response is not provided within the designated timeframes. A Grievant may not file or advance a Grievance outside of the designated timeframes. The Administration may advance a Grievance to the next step at the written request of either the Grievant or the Administration. The timelines may be modified by mutual agreement of the Grievant and Administration. The failure of the Grievant to follow the timelines and other requirements in this policy shall result in the Impartial Hearing Officer not having jurisdiction over this matter and shall terminate the Grievance Procedure for that Grievance. The Impartial Hearing Officer shall have the authority to determine whether the Impartial Hearing Officer has jurisdiction, which may be subject to review by the City Council.

Scheduling. Grievance meetings and hearings will typically be held during the Grievant's off-duty

hours. Time spent in Grievance meetings and hearings during the Grievant's work hours as required by the City will be considered as paid time. Time spent in Grievance meetings outside the Grievant's normal work hours will not be considered compensable work time for the Grievant.

Individual claim. Any Grievance filed regarding workplace safety must relate to issues personal to the Grievant filing the Grievance and may not relate to, without limitation by enumeration, safety or property of third parties. A Grievance filed regarding workplace safety must be filed by the Grievant claiming he or she has been personally affected by the alleged workplace safety violation.

## **94 Hearing Procedure:**

Selection of the Impartial Hearing Officer. Following receipt of the appeal requesting a hearing before an Impartial Hearing Officer, the Administration shall select the Impartial Hearing Officer.

Pre-Hearing Conference and Timelines. The Administration, Grievant and Impartial Hearing Officer shall conduct a pre-hearing conference and select a date for hearing not more than forty-five (45) calendar days from the date of the appeal. The Impartial Hearing Officer shall assign dates for preliminary matters that may arise prior to the hearing.

Conciliation. Prior to the Hearing, the parties and Impartial Hearing Officer may engage in conciliation meetings to resolve the dispute. In cases involving allegations of workplace safety, the conciliation meeting shall be mandatory and shall occur not more than ten (10) calendar days after assignment to the Impartial Hearing Officer. The Impartial Hearing Officer's involvement in any conciliation process shall not disqualify the Impartial Hearing Officer from hearing and deciding the merits of any Grievance unless all parties agree to replace the Impartial Hearing Officer.

Representation. The Grievant shall have the right to representation during the Grievance Procedure at the Grievant's expense. The representative must not be a material witness to the dispute.

Record of Proceedings. The Impartial Hearing Officer shall conduct the proceedings and make a record of the proceedings. Following the issuance of the decision, the record shall be provided to the City Clerk for preservation.

Burdens. The Grievant shall bear the burden of production and burden of proof. The rules of evidence shall not be strictly followed, but no factual conclusions may be based solely on hearsay evidence. Not less than ten (10) days prior to the hearing, the Grievant and the Administration shall exchange lists of witnesses and documentary evidence that they intend to introduce at the proceedings.

Written Response. After receiving the evidence and closing the hearing, the Impartial Hearing Officer shall issue a written response. The Impartial Hearing Officer may request oral or written arguments and replies. The written response shall contain findings of fact, analysis and a recommendation. The Impartial Hearing Officer must answer the following question: Based on the preponderance of the evidence presented, has the Grievant proven the decision of the Administration was arbitrary or capricious?

Powers of the Hearing Officer. The Impartial Hearing Officer shall have the power to issue a written response to the Grievance. The Impartial Hearing Officer shall have no power to issue any remedy, but the Impartial Hearing Officer may recommend a remedy. Remedial authority shall be subject to the determination and approval of the City Council, and shall be addressed by the City Council.

## 95 Decision of City Council and Appeal To City Council:

Review and Decision by City Council. A copy of the written decision and record shall be provided to the City Council. The City Council may decide, in each situation, whether it will review the record and written response of the Impartial Hearing Officer and make a decision, whether it will assign an Impartial Hearing Officer to create a recommendation for the City Council's review, whether it will hold a new hearing and make an independent decision, whether it will exercise the City Council's remedial authority, whether it will reconsider its decision or whether it will exercise other authority within the power of the City Council. The manner and process of review is the sole choice of the City Council.

Additional Information. The City Council may offer the Grievant and the Administration the opportunity to provide information to the City Council in a meeting duly noticed for closed session or open session discussion. The City Council may request written or oral arguments from each party.

Decision. All decisions of the City Council involving the Grievance shall be by simple majority vote and in writing and filed with the City Clerk within five days of the date of the final decision. A copy of the final decision shall be provided to the Grievant and the Administration and any request for reconsideration shall be filed within ten calendar days of the date the decision is issued. The City Council's decision is final and is not subject to appeal.

## **Section #10 – Personnel Records**

### **10.1 Personnel Records\*\*:**

A personnel file will be maintained for every employee and will contain records relevant to the employee's position in the City. Such records shall include, but not be limited to the following: Application and references, letter of employment, job description, salary, personal leave information, training activities, performance evaluating record, home address and telephone number, and person to be contacted in case of emergency. Vacation record, sick leave record, and compensatory time record is maintained in the payroll system. Personnel records maintained by the Library, Police Department, Fire Department, EMS, Utility Commission, or City Hall offices will be held in strictest confidence except as follows:

The City Council shall have access to performance reviews, which are part of the personnel records, upon request to the Department Head or City Clerk. Employees will be permitted access to their own file upon written request to the City Clerk or Department Head.

Employees have a responsibility to make sure their personnel records are up to date and should notify the Clerk's office in writing of any changes in at least the following:

1. Name;
2. Address;
3. Telephone number;
4. Marital Status (for benefits and tax withholding purposes only);
5. Number of dependents (for benefits and tax withholding purposes only);
6. Addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only);
7. Beneficiary designations for any of the City's insurance, disability, pension;

8. Persons to be notified in case of emergency.
9. Salary Adjustments.

In addition, employees who have a change in the number of dependents or marital status must complete a new W-4 form for income tax withholding purposes within ten days of change, if the change results in a decrease or increase in the number of dependents.

### **Section #11 – Pay Plan**

The function of the Pay Plan is to provide for the equitable pay of the employees, to reward employees for performance and to guide City officials in the consideration of problems involving salary and wage payments. A Pay Plan eliminates the necessity for considering individual positions (and therefore, possibly personalities) and simplifies the work of the City Council in providing equitable treatment for all.

The Pay Plan will be reviewed annually and modifications made to keep salaries/wages competitive. Attached is a sample of the Pay Scale which will also be reviewed annually to determine its accuracy to market values of the noted position.

There are five (5) scales in this pay plan. The following positions will be illustrated in the Pay Plan as follows:

Level 1	Deputy City Clerk
Level 2	Police Administrative Assistants/Dispatchers, Administrative Assistant – Utilities Utility Operator, DPW Laborers
Level 3	City Clerk, Utility Accountant, TAG Center Facilities Maintenance Manager, TAG Center Office Service Manager, Public Works Superintendent, Library Director, Utility Foreman, Utility Lab Tech, DPW Laborer Electrician
Level 4	Police Captain
Level 5	Comptroller/Treasurer, Director of Parks, Recreation, and Public Works, Chief of Police, Wastewater & Water Utility Director

Employees may be compensated for meritorious performance. Determination of meritorious performance will be recommended by the Personnel and Finance Committee to City Council based on employee performance evaluations done by the Department Head.

Additionally, the Library Board and Water Wastewater Utility Commission will be responsible for determining meritorious performance for Library employees and Water Wastewater Utility employees respectively.

### **Section #12 – Performance Reviews** \*\*

The public expects high quality service from our employees that is delivered in a manner in the interests of the City, the public and the efficient and effective use of resources. The City expects all employees to perform their job duties at a high quality level that exceeds the expectations of our citizens. As the City has limited resources available, it must only employ individuals who are committed to and capable of providing high quality services. Therefore, apathy, an inability to work as a member of a team, attitudinal issues, and marginal or unacceptable work performance are inconsistent with interests and expectations of the City and the public.

Mid-Year or annual evaluations are an important part of ensuring the City is employing the right people to work for its citizens. Evaluations are an opportunity to let each employee know how he or she is performing, how performance may be improved and to receive input from the employee

concerning training, supervision, or any job difficulties that may be occurring. The Employer will evaluate employee performance. Some of the job factors that are reviewed include: accuracy, quality of work, quantity of work, dependability, adaptability, job knowledge, organization, judgment, initiative, cooperation, ability to get along with others, public service mindset, attitude and attendance. It is the employee's responsibility to improve his or her performance to the level. The practices for department or positions for the evaluation process may vary, and must be complete by October 1<sup>st</sup>.

The Library Board shall annually review the wages, hours, and conditions of employment and performance evaluations of employees not represented by recognized City employee organizations.

The Water Wastewater Utilities Commission shall annually review the wages, hours, and conditions of employment and performance evaluations of employees not represented by recognized City employee organizations.

Pursuant to Ordinance 38-6 (4). the Personnel Committee shall annually review the wages, hours and conditions of employment of all employees not represented by recognized City employee organizations and shall submit its recommendations to the Council each year for the following year.

### **Section #13 – Job Descriptions**

See the attached job description for your position.



**SAMPLE**

# **EMPLOYEE HANDBOOK**

**RELEASED: MARCH 2020**

**DISCLAIMER**

*This Sample Handbook is provided as a general resource only. It should not be adopted verbatim; it must be customized and modified to reflect your organization's particular policies, practices, local ordinances, and pertinent state and federal laws. An employment law attorney should review the final version of your organization's handbook. This Sample Handbook does not constitute legal, accounting, or any other professional service or advice.*

## WELCOME

[Welcome/introductory remarks should be tailored to your Municipality. You might include a historical summary of the community, the form of government, and the organization's mission, vision, culture, values, etc.]

## IMPORTANT FACTS ABOUT THIS HANDBOOK

We are pleased to present you with this Employee Handbook containing information in summary form about our workplace, the major benefits available to you, and your obligations as an employee.

This handbook is for informational purposes only. Nothing in it constitutes a guarantee of employment or of any right or benefit, nor is it a contract of employment, expressed or implied, and it does not eliminate or change the employment-at-will status of the relationship between you and the [Municipality].

We reserve the right to alter, change, delete, deviate from, suspend or discontinue any part or parts of the policies in this handbook, including but not limited to any employee benefit without prior notice. No one other than the [Governing Body] may alter or change any of the policies in this handbook. Any alteration or modification by the [Governing Body] must be in writing. No statement or promise by an elected official, administrator, department head, supervisor, agent or other representative may be interpreted as a change in policy, nor will any such statement or promise constitute an agreement with any employee.

Should any provision of this handbook conflict with any statute, law, ordinance, regulation, or lawful provisions of a valid collective bargaining agreement to which the [Municipality] is a party, the statute, law, ordinance, regulation or collective bargaining agreement shall control. Nothing in this handbook shall restrict employees from engaging in any concerted or other activity protected by Wisconsin or federal law.

It is your responsibility to read and become familiar with the information in the handbook and to follow the policies and procedures contained herein. If you have questions regarding the handbook or matters that are not covered in it, please discuss them with [identify position or department].

## EMPLOYMENT STATUS

**Nature of Employment:** Except as specified in a valid collective bargaining agreement or an individual employment contract, or as otherwise provided by law, employment with the [Municipality] is not governed by any written or oral contract and is considered an "at will" arrangement. This means that you or the [Municipality] can end the employment relationship at any time for any reason.

**Employee Classifications:** We define an employee as a person who works for the [Municipality] for compensation in the form of wages and excludes unpaid volunteers, independent contractors, elected officials and persons appointed to serve on boards, commissions, or committees. We use the following classifications to determine your employee benefits and eligibility for overtime. [Only include those classifications that pertain to your

organization. For example, if your municipality does not have any employees represented by a union, do not include the Represented and Non-Represented classifications.]

- Benefited Full-Time – an employee who is regularly scheduled to work a [insert #] hour work week throughout the year. A benefited full-time employee is eligible for those benefits described in this handbook as well as any that are required by law.
- Benefited Part-Time - an employee who is regularly scheduled to work [insert #] or more hours each work week throughout the year. A benefited part-time employee is eligible for those benefits described in this handbook on a pro-rated basis as well as any that are required by law.
- Non-benefited Part-Time - an employee who is generally scheduled to work less than [insert #] hours per week throughout the year. Non-benefited part-time employees are only eligible for benefits required by law
- Temporary/Seasonal/Casual - an employee who works full-time or part-time hours on a temporary, sporadic, varying, seasonal, or as-needed basis. These employees are only eligible for benefits required by law.
- Exempt - an employee whose position meets the overtime exemption requirements established by the Fair Labor Standards Act (FLSA). These employees must be paid on a salary basis and are exempt from overtime pay requirements.
- Non-Exempt – an employee whose position does not meet FLSA overtime exemption requirements. Non-exempt employees are paid on an hourly basis and are eligible for overtime pay.
- Represented – employees who are represented by a labor association and covered under a collective bargaining agreement with the [Municipality].
- Non-Represented – employees not covered by a collective bargaining agreement.

### **EQUAL OPPORTUNITY EMPLOYMENT**

**Equal Opportunity and Non-Discrimination:** We are an equal opportunity employer. All employment decisions, including but not limited to, recruitment, hiring, compensation, benefits, promotions, transfers, layoffs, discipline, and termination are made without regard to an individual's age, arrest/conviction record, ancestry, color, national origin, race, religion, disability, marital status, military service, pregnancy, childbirth, sex, sexual orientation, off-duty use or nonuse of lawful products, or any other characteristic protected by federal, state, or local law [Note that some municipalities may have other classes protected by local law].

- Supervisors will see that the provisions of this section are met. It is also the duty of every employee to help create a work environment that promotes equal opportunity. You must report any incident or situation that you believe violates this policy using the Complaint Procedure outlined below.
- Anyone who engages in unlawful discrimination will be subject to disciplinary action or termination. We will not tolerate retaliation against another person for filing a complaint,

reporting alleged discrimination, or participating in an investigation. Anyone who engages in retaliation will be subject to disciplinary action or termination.

**Reasonable Accommodations for Disabilities:** We are committed to full compliance with applicable federal and state disability laws. An employee who is a qualified individual as defined by state or federal law will be provided a reasonable accommodation if one exists that allows the employee to perform the functions of the employee's job unless such accommodation creates an undue burden or poses a direct threat to the safety of the employee or others.

You should submit a request for workplace accommodations to [identify position or department]. Any supervisor who receives a request for a workplace accommodation must forward it to [identify position or department] immediately. After receipt of the request, the [identify position or department] will meet you to discuss all of the facts and circumstances necessary to make an accommodation determination.

**Harassment Policy:** We are committed to providing a professional work environment that maintains employee equality, dignity and respect. We strictly prohibit and will not tolerate discriminatory practices or harassment against our employees based on their protected class status by anyone, including elected officials, supervisors, co-workers, visitors, vendors, citizens or any other persons. Similarly, employees are prohibited from harassing or discriminating against any other persons based on their protected class status.

Any protected class harassment is unacceptable and will not be tolerated. Anyone who violates this policy will be subject to disciplinary action or termination.

Harassment includes any conduct, whether verbal, physical, or visual, that is based on a person's protected status, including age, arrest/conviction record, ancestry, color, national origin, race, religion, disability, marital status, military service, pregnancy, childbirth, sex, sexual orientation, off-duty use or nonuse of lawful products, or any other characteristic protected by federal, state, or local law. Conduct need not be directed at a particular individual to be considered a violation of this policy.

Harassment can take many forms and may include, but is not limited to:

- epithets, slurs, or negative stereotyping;
- threatening, intimidating or hostile acts;
- denigrating jokes;
- verbal abuse;
- written or graphic material that denigrates or shows hostility or aversion toward a protected class;
- nonverbal conduct, such as staring or making denigrating gestures;
- physical conduct, such as stalking, assault, unwanted touching;
- any other type of verbal, physical, written or visual conduct.

**Sexual Harassment.** This policy protects both male and female employees from sexual harassment. Our policy prohibits all conduct, whether physical, verbal, written, or visual that is based on sex, including but not limited to:

- unwelcome sexual flirtations, compliments, advances, requests, or propositions;
- unwelcome touching, patting, pinching, brushing against another's body, attention to an individual's body, or physical assault;

- any sexual statements or referencing one's sexuality, gender, or sexual experience, sexual gestures, innuendoes, suggestions, "kidding," "teasing" or jokes;
- the display of sexually-related or suggestive pictures or objects including emails or other computer images.

**Complaint Procedure:** We are committed to maintaining a workplace free of discrimination and harassment and take seriously all complaints or reports of harassing or discriminatory conduct by or against any of our employees, supervisors, elected officials, visitors, vendors, citizens, or any other party. The timely reporting and prompt effective resolution of complaints is crucial to preventing and ending prohibited conduct; therefore, the following procedures are in place to address prohibited conduct:

- If you believe that you have experienced or witnessed conduct that violates this policy, you must report the matter as soon as possible to your supervisor, department head, [Human Resources or Administrator if applicable, or the highest ranking official with oversight for staff] or any other member of management with whom you feel comfortable.
- Do not bring your complaint to your immediate supervisor first if your supervisor is the subject of the complaint, or if you feel more comfortable bringing the matter to the attention of one of the other designated representatives identified above.

#### Investigations and Remedial Action:

- All complaints will be promptly and thoroughly investigated.
- We will take corrective action designed to end any harassment or discrimination in our workplace and prevent it from recurring.
- Corrective and preventive action may include the imposition of discipline or termination, training, referral to counseling, monitoring, demotion or reassignment, or any other action we deem appropriate under the circumstances. We will make follow-up inquiries to ensure that the harassment or discrimination has not resumed.

We recognize that false allegations of harassment or discrimination may have a serious impact on innocent individuals and we will take appropriate action against anyone who makes a false claim of harassment or discrimination.

**Confidentiality:** We understand that matters of harassment or discrimination can be sensitive, and when possible we will keep complaints and related information in confidence. Disclosure will occur only when necessary to investigate and resolve the matter and when required by law.

**Retaliation:** Any employee who reports harassment or discrimination, files a complaint, or takes part in an investigation, is protected from any retaliatory action. No reprisal or adverse action will be taken against you for coming forward or participating in the investigatory process. If you believe you are the subject of retaliation, even if the behavior is subtle or you are unsure that the conduct is retaliation, report it immediately to [name multiple positions]. Anyone who violates this retaliation prohibition will be disciplined or terminated.

## **HOURS OF WORK, ATTENDANCE AND PAY POLICIES**

**Office Hours:** Regular office hours are from [list hours of operation]. This [list # of hours] hour day includes a [list the length of lunch] lunch period. Department heads may vary your hours of work or meal periods, but should strive to keep the administrative offices of their departments staffed during the work day. The Police and Fire Departments operate on a 24 hour/7 day per week schedule and set the schedules of staff accordingly.

**Work Hours:** For most full-time staff, the regular work week will be 40 hours, excluding meal periods, performed in five, eight-hour work days Monday through Friday. Specific hours of work shall be decided by your department head.

- Department heads may authorize variations in your work schedule to accommodate your or departmental needs, or to eliminate or reduce overtime.
- Hourly employees cannot perform any work during their unpaid lunch period without specific authorization from a supervisor; if work is authorized, then the entire lunch period must be included as hours worked on your timecard.
- [If paid breaks are allowed for hourly workers, that should be mentioned in this section]
- Police and Fire Department employees may have different hours, and the hours for represented employees are specified in the applicable collective bargaining agreement.
- Exempt Employees. We expect exempt employees to work a normal full-time 40 hour work week and any additional hours required by your work load, which can include special and regular meetings and events outside of normal hours. In return, you may occasionally take time off without using time from your accrued leave banks when the work load of your office permits, provided you let your supervisor know. This flexibility is not an accrued benefit nor does it constitute compensatory time; use of personal time on an hour-for-hour basis for time worked in excess of a 40-hour work week is not permitted by exempt employees.

**Time-Keeping for Non-Exempt Employees:** Non-exempt staff shall maintain a daily attendance record in the format we provide. This record shall reflect daily your start and end times, including start and end times of your lunch period, overtime hours worked, and all absences for vacation, illness, holidays, use of compensatory time, etc.

You must keep an accurate record of your time. You must certify the accuracy of your time report by signing it, or by forwarding it by email for approval to your supervisor. If any corrections or modifications are to be made, both you and your supervisor must verify the accuracy of the changes by initialing the record at the time you are aware a change is needed.

- Reportable hours include any work performed out of the office, or outside of normal work hours, including but not limited to, texting, checking email or doing other job-related computer work or phone calls. Supervisors are not to knowingly permit you to perform work without recording the time. Failure to record time worked violates wage and hour laws and our policies and could lead to disciplinary action.
- However, you must get permission from your supervisor before working any overtime. Failure to obtain advanced approval for overtime may result in disciplinary action.

- Accrued paid leave must be used if you are absent from work during your normal work hours. You may only take time off unpaid with approval from the [identify position or person]; you will not be allowed an unpaid absence for the purpose of avoiding the use of accrued paid leave.
- Altering, falsifying, or tampering with time records, or recording time on behalf of another without authorization from a supervisor, is prohibited and will lead to disciplinary action.

**Time-Keeping for Exempt Employees:** Exempt employees must report use of accrued and personal time taken using an exception report form.

**Attendance:** We require regular attendance of all employees. Excessive absenteeism and tardiness interferes with the delivery of services and is prohibited.

- **Reporting Absences/Tardiness.** If you will be absent from or late for work you must notify your supervisor prior to the normal start of your work day. You must indicate a reason and an expected return to work. If the return to work date changes, you must notify your supervisor of the new date as soon as possible.
- **Leaving During Work Hours.** You must get permission from your supervisor prior to leaving during work hours, unless there is an emergency.
- **[Do not use this section if FMLA does not apply to your municipality; see FMLA section for guidance]** If your time off was a covered FMLA absence, then return to work provisions under the FMLA policy apply. FMLA absences are approved time off and are not counted against you. This attendance policy will be enforced consistent with the federal and state FMLA laws, and as set forth in our FMLA policy.
- Whenever the [identify the applicable position] believes that a work release from your doctor is needed to ensure your ability to safely return to your job, or if your return will include certain restrictions that may require accommodation, you will be asked to provide a doctor's report. We may also request a doctor's report or fitness for duty certification in cases of suspected sick leave abuse or to determine fitness for duty when needed.
- Seniority and the employment relationship shall be ended if you:
  - are absent from work without notification to your supervisor or other member of management, unless you cannot notify us for a valid reason;
  - fail to report to work within 10 days after having been recalled from layoff; or
  - fail to report for work at the termination of an authorized leave of absence.

**Overtime:** We do not permit overtime without prior authorization from your supervisor or the [identify position]. If you work overtime hours without pre-authorization, you will be subject to disciplinary action.

- Department heads shall assign overtime work only as necessary and when circumstances prevent the accommodation of additional work through reassignment of work priorities or the rescheduling of hours within the same work week.

- Non-exempt employees shall receive overtime pay for any hours worked over 40 hours in a work week. Our work week begins at 12:00 a.m. on [identify the first day of the work week] and ends at 11:59 p.m. on [identify the last day of the work week]. We use only hours worked in calculating overtime. Overtime will be calculated separately in each work week of the pay period. We pay overtime at 1.5 times your regular rate of pay.
- Public Works [identify any other department that may be subject to call] staff are subject to call outside of your normal work hours to handle emergencies; a refusal to work overtime may result in discipline where warranted. If we call you to return to work after your scheduled shift has ended, we will compensate you for two hours or for actual work time, whichever is greater.
- [Police and Fire employees are often represented by a union, in which case the terms and conditions of their employment are set forth in a collective bargaining agreement. If Police and Fire employees are not represented in your organization, then the handbook will need to include their terms and conditions of employment to the extent they differ from those of other staff, as is often the case with schedules, overtime, call-in, etc.; those differences will need to be delineated in the appropriate handbook sections].

**Compensatory Time:** [Only include this section if your organization allows compensatory time]. Non-exempt full-time employees may elect compensatory time instead of overtime pay subject to the provisions of this section.

- You will receive compensatory time at the rate of 1.5 hours for each 1 hour of overtime worked. No more than [insert maximum hours allowed, making certain to stay within the caps provided by the FLSA] hours of compensatory time may be accumulated in your bank per calendar year. Any overtime hours worked beyond the [# of hours] maximum will be paid as overtime compensation. Similarly, unused compensatory time will be paid out at the end of the calendar year.
- Department heads may opt to pay out all or any portion of compensatory time owed to you at their discretion. You may also be paid in full or in part for any compensatory time accumulated upon request.
- You must seek permission to use compensatory time from your supervisor. You may use such time within a reasonable period after making the request if use of the time does not unduly disrupt the operations of the department. Likewise, supervisors may require you to use compensatory time within a reasonable period after receiving notice to do so.

**Pay Policies:** You shall be compensated at your approved pay rate on a bi-weekly basis. Payday is the [identify the day of the week] following the completion of the two-week pay period. When the normal payday is a designated non-work day, you will receive your pay on the work day preceding the normal payday.

- Direct Deposit. [Use this section only if applicable in your organization]. Wages will be paid by direct deposit at no cost to you. You can designate up to [# allowed] checking accounts and [# allowed] savings accounts for receipt of direct deposit wages.
- Exempt Employees.
  - Salary Basis. We pay exempt employees on a “salary basis,” meaning you receive a pre-determined amount of compensation each pay period. By law, the pre-

determined amount cannot be reduced because of variations in the quality or quantity of your work.

- **Deductions.** Deductions from exempt employees' salaries may occur under the following circumstances:
  - Absences of one or more full days for personal reasons where you elect not to substitute any accrued leave time or you do not have any accrued leave time available;
  - Absences of one or more full days for sickness or disability if the deduction is made under a bona fide sick leave plan, policy or practice;
  - Unpaid FMLA absences [If FMLA applies to your organization];
  - To offset amounts you receive as jury or witness fees, or for military pay;
  - Disciplinary suspensions of one or more full days imposed in good faith for violations of workplace conduct or safety rules;
  - As otherwise permitted by law.
- If you believe that we have made an improper deduction to your salary, report this information as soon as possible to the [identify position with oversight for payroll]. If we made an improper deduction, we will reimburse you at the next pay date and will take steps to ensure the improper deduction is rectified in the payroll system.

### **Resignation/Retirement/Final Pay:**

- Notice and Return of Property. Should you decide to leave employment, please provide your supervisor with at least 2 weeks' notice prior to your last day on the job. If you are retiring, please notify your supervisor at least 30 days prior to retirement or as far in advance as possible. Employees who provide the requested notice will be considered to have resigned in good standing.
- You must turn in all [Municipality] property prior to your last day on the job.
- Pay at Termination. We will pay you all earned wages, compensatory time, and earned vacation time [Include any other payout provisions applicable to your organization, such as sick time] when you leave employment.

### **TIME OFF AND LEAVE OF ABSENCE POLICIES**

**Holidays:** The following paid holidays will be granted to all benefited employees and the our offices will be closed on these days.

[List applicable holidays]

- Holiday pay for benefited part-time employees is paid on a pro-rated basis.

- Whenever one of the above-designated holidays occurs on a Saturday, the Friday immediately preceding shall become the official holiday. Whenever a designated holiday occurs on a Sunday, the Monday immediately following shall become the official holiday.
- Whenever it is necessary as determined by the department head or [identify the position] for a non-exempt employee to work on a holiday to continue essential services, compensation for the actual hours worked shall be at the rate of 2.0 times your regular rate of pay. All time off that is accrued because you were required to work on a holiday must be used within the same year or forfeited.

**Vacation:** Benefited employees receive vacation as outlined below. Benefited part-time employees shall receive vacation on a pro-rated basis.

[List vacation schedule]

- Vacation is earned bi-weekly on the following hourly basis:

<b><u>Years of Service</u></b>	<b><u>Accrual Rate</u></b>

- You may not take vacation until earned. New employees may not take vacation until they have completed [List #] months of employment.
- Vacation should be used in the year earned. **[Use this provision only if you permit carry-over of vacation].** You may carry-over up to [insert # of days/weeks] to the next calendar year, but the amount carried over must be used by March 31<sup>st</sup>. You will forfeit any unused vacation.
- Vacation requests must be submitted to your supervisor and approval given before taking vacation time.

### **Family and Medical Leave (FMLA):**

**[Caution: As a very general rule, FMLA will not apply to your municipality if you employ less than 50 persons. Please read the League's opinion carefully before making a coverage determination: <https://www.lwm-info.org/921/Employees-FAQ-14.>]**

This policy outlines the federal and Wisconsin Family and Medical Leave Acts (FMLA) and applicable rights and obligations. Should this policy conflict with the federal or Wisconsin law, the provisions of the law shall control. The Department of Labor's summary of the federal law follows our FMLA policy.

- We administer this FMLA policy on a calendar year basis, except for military caregiver leave.
- Definitions of terms such as "serious health condition," "child," "parent," "spouse," and "domestic partner" are applied as defined in Wisconsin and federal law.
- Both Wisconsin and federal family and medical leave will run concurrently with each other and concurrently with any other leave available to you under our policies or collective

bargaining agreements, and under federal or Wisconsin law, including worker's compensation, to the extent such leave qualifies for FMLA.

- Leave taken under this Policy will not result in any disciplinary action.

#### Eligibility for Leave.

- Wisconsin - You are eligible for Wisconsin family or medical leave if you have worked at least 52 consecutive weeks and have worked at least 1,000 hours (paid leave counts) in the 52-week period before leave begins.
- Federal - You are eligible for federal family and medical leave if you have worked for at least 12 months (not necessarily consecutive) and have worked 1,250 hours (only actual hours worked counts) in the 12-month period immediately before leave begins.

#### Type and Amount of Leave Available.

- Wisconsin FMLA.
  - Up to 6 weeks for the birth or adoption of a child, to begin within 16 weeks of the birth or placement.
  - Up to 2 weeks to care for a child, spouse, domestic partner, or parent (including parents of your spouse or domestic partner) with a serious health condition.
  - Up to 2 weeks for your own serious health condition.
- Wisconsin Bone Marrow and Organ Donation Leave Act: You will receive up to 6 weeks as a bone marrow and/or organ donor upon written verification.
- Federal FMLA.
  - Up to 12 weeks of leave for:
    - The birth of a child and to care for the newborn within one year of birth;
    - The placement of a child for adoption or foster care and to care for the newly placed child within one year of placement;
    - To care for your spouse, child, or parent who has a serious health condition;
    - A serious health condition that makes you unable to perform the essential functions of your job.
  - Military Caregiver Leave. You may take unpaid leave of up to 26 weeks to care for your parent, spouse, child or next of kin who is a covered service member and who sustains a serious illness or injury while on active military duty. This injury or illness must render the service member medically unfit to perform his or her military duties and for which the service member is

undergoing medical treatment, recuperation or therapy, whether inpatient or outpatient, or is assigned to the temporary disability retired list. The maximum 26 weeks of leave to care for a service member includes, and is not in addition to, all other FMLA leave.

- **Qualifying Exigency.** Unpaid leave of up to 12 weeks may be taken by you for any “qualifying exigency” that arises because of your spouse, child or parent serving on active duty, or being notified of an impending call to active duty status to support a contingency operation. Federal FMLA regulations define a “qualifying exigency” to include such activities as attending certain military events, arranging for alternative childcare or school activities, addressing certain financial and legal arrangements, attending certain counseling sessions, time for the military member’s rest and recuperation, and attending post-deployment briefings. You may be required to provide documentation to verify eligibility for leave, including providing a copy of active duty orders.

**Intermittent Leave.** You may be allowed to take FMLA leave on an intermittent or reduced schedule basis within the parameters set by law. Only the amount of leave taken will count against leave entitlements. Please contact [identify the position or department] to discuss the parameters of intermittent or a reduced schedule leave.

**Pay During FMLA Leave.** In general, both Wisconsin and federal FMLA leaves are unpaid. We may require you, or you may choose, to substitute paid leave (such as vacation days, sick leave, or compensatory time) for unpaid leave available under the federal FMLA; or, you may substitute any available accrued leave for unpaid Wisconsin FMLA.

**Notification of Your Need for FMLA Leave.**

- You must notify us of your need for FMLA leave. You should request leave in writing on forms provided by [identify position or department]. The information you provide must be sufficient to allow us to determine that the leave qualifies for FMLA.
- You will need to respond to our inquiries as needed so that we may determine if an absence qualifies as FMLA. If you do not provide sufficient information to support a determination, the leave may be denied or delayed.
- You need to provide 30 days advance notice of FMLA leave when the need is foreseeable. If that is not possible, or the leave is not foreseeable, you must provide notice as soon as possible. If you cannot give 30 days’ advance notice for foreseeable leave, without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, your FMLA leave may be denied or delayed.

**Medical Certification.**

- If leave is for your own serious health condition, the serious health condition of a covered family member, or a qualifying exigency, you may be required to provide a medical certification form completed by the health care provider. You must submit the certification form within 15 calendar days of the request. If you make a diligent good faith effort but cannot meet the 15 calendar day deadline, we will give you additional time to provide the certification. We may require you to

provide updated medical certification forms periodically to the extent permitted by law.

- If you do not provide the medical certification form as requested, your leave (or the continuation of your leave) may be denied or delayed until you provide it. If you never produce a requested certification, the leave is not FMLA covered and will not be protected by FMLA laws.
- Genetic Information Nondiscrimination Act (GINA) Notice. GINA prohibits employers and other covered entities from requesting or requiring your genetic information, except as allowed by the law. Please do not provide any genetic information when responding to a request for a medical certification. Genetic information includes your family medical history, the results of your or a family member's genetic tests, that you or a family member sought or received genetic services, and genetic information of a fetus carried by you or a family member or an embryo held by you for a family member receiving reproductive services.

Insurance and Benefits. You may continue to receive [list only those insurances that your organization provides] health, dental and vision insurance coverage while on FMLA on the same terms as if you continued to work. You must continue to pay your share of the premiums through payroll deduction or by direct payment on the first of the month. Subject to COBRA, FMLA, and any other applicable laws, our obligation to maintain health, dental and vision benefits will stop if you inform us of your intent not to return to work at the end of the leave period, if you fail to return to work when your leave entitlement is exhausted, or if you fail to make required payments while on leave. You will continue to earn accrued benefits while paid leave is substituted for unpaid FMLA time off.

#### Return to Employment.

- When you return from FMLA for your own serious health condition, you must provide a return to work release signed by your treating physician showing that you can return to duty with or without work restrictions. We will delay your return to work until it is received.
- At the end of your FMLA leave, you will be returned to the position you held at the commencement of leave or, if the position is filled, to an equivalent position. The return to work entitlement will be no greater than if you had continued in employment without taking leave.
- Under federal FMLA, the return to work entitlement does not apply to "key" employees. We will notify you regarding key employee status and its possible implications on job restoration at the time leave is requested.
- You must notify your immediate supervisor if your return to work date changes. If you want to return to work before leave is scheduled to end, and work is available, you must notify us at least 2 work days prior to the desired return date.
- If you do not return to work from an FMLA leave at the designated time, we will consider you to have voluntarily ended your employment, unless you were unable, because of an emergency, to notify us.

- If your FMLA leave expires, and you remain unable to perform the essential functions of your position, your right under the FMLA to your job will end with the expiration of the FMLA leave period. You should contact [insert position or department] to discuss options, which will take into consideration the circumstances of your particular situation and any obligation to reasonably accommodate a disability if one exists as defined by applicable state and federal laws.

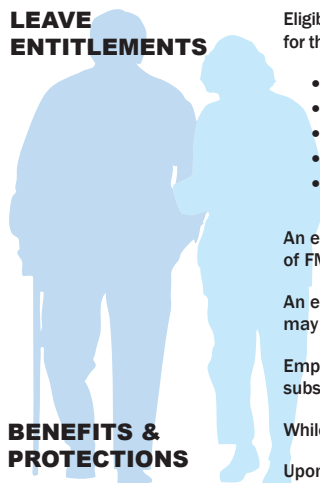
*See U. S. Department of Labor Wage and Hour Division Notice on the following page for additional information:*

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# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

## ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

## REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

Attachment: WI League of Muni - Sample Employee Handbook (4908 : Discuss, with Possible Action, Updating the Employee Handbook)



For additional information or to file a complaint:

# 1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

## www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



**Sick Leave:** Benefited employees will receive paid leave due to illness or injury as outlined in this section. You may accrue [insert #] hours of sick leave per year; you will accrue [insert #] hours of sick leave per biweekly pay period. Benefited part-time employees will accrue sick leave on a pro-rated basis.

You may accumulate unused sick leave to [insert #] hours. You may use sick leave as you earn it. You may not take sick leave until earned, nor shall it be advanced.

- Sick leave is available for your own illness, injury, or preventive medical care. You may also use sick leave to care for a family member who is ill, injured or in need of preventive medical care.
- We may require a doctor's report under the Attendance policy outlined on page 8.

**Military Leave:** We support the military obligations of employees and grant leave for uniformed service under applicable state and federal laws. If you need time off for uniformed service, immediately notify [identify position or department], who will provide details regarding the leave. If you cannot provide notice before leaving for uniformed service, a family member should notify your supervisor as soon as possible. Upon return from military service, we will grant you seniority, pay, and benefits as required by applicable state and federal laws. We will consider failure to report for work within the prescribed time periods a voluntary termination of employment.

**Jury or Witness Duty:** If you are directed by a court of law, or compelled by subpoena, to perform jury duty or to appear as a witness in a legal proceeding on a scheduled work day, you shall be granted time off without loss of pay to cover your regular work hours. We will consider you to be a witness only where you are not a party and are compelled to attend by subpoena. Your status for the purpose of determining seniority, status, responsibility, and salary shall be unaffected by jury duty or witness leave.

- Should you be required by subpoena to appear as a witness in any legal proceeding that arose out of or is related to your job duties with us, you will be paid for such time, even if that time is outside of your normal work hours.
- You must submit any stipends you receive for attendance at jury or witness duty to the Treasurer's office. You may keep reimbursements you receive for parking or mileage.

**Funeral Leave:** Benefited employees are entitled to funeral leave. Leave will be paid to benefited part-time employees only for the days and hours you are normally scheduled to work. In the event of the death of your spouse, child, grandchild, parent, grandparent, sibling, or a sibling's child or spouse, a leave of absence of up to [insert #] days may be taken by you for the funeral or service and related activities without loss of pay. The foregoing family member categories include adoptive, step and foster relationships and blood and marital relationships.

**Lactation Policy:** Reasonable break times are granted to nursing mothers who desire to express milk while at work. The space provided will meet all of the privacy requirements of the law and will not be in a restroom. Please contact the [identify position or department] to make arrangements concerning times and locations.

**Voting Leave:** If you are eligible to vote, you may take up to 3 consecutive hours of leave on Election Day for the purpose of voting. You can use vacation, holiday or compensatory time, or choose to take the time unpaid. You must notify your supervisor when you intend to vote prior to Election Day.

## **EMPLOYEE BENEFITS**

[You must tailor all information in the Employee Benefits section to your organization's particular benefit offerings. Creation of a separate Benefits Summary Guide that provides a detailed synopsis of each benefit is a helpful tool for employees. Many insurance brokers offer this as a benefit to their clients.]

**Health, Dental and Vision Insurance:** We provide group health, dental and vision insurance to eligible employees. Insurance is effective on the first day of the calendar month following your start date. Plan details are set forth in separate plan documents issued when you become eligible to participate; additional copies are available from [identify position or department]. We reserve the sole discretion to determine what insurance and level of benefits to offer. You may be required to contribute toward the cost of the monthly premiums as established by [Governing Body] and contributions will be payroll deducted.

**Section 125 Plan:** Eligible employees can elect to take part in our Section 125 plan. This plan allows you to pay for qualified benefits, such as health insurance premiums, medical expenses not covered by the insurance plans, and dependent care costs, with pre-tax dollars. Payments and contribution amounts are subject to the procedures, rules and regulations of the plan. Plan details are set forth in a separate document issued to you when you become eligible to participate and each year during open enrollment. Additional copies of the plan document are available from [identify position or department].

**Deferred Compensation:** We offer a deferred compensation plan to supplement your retirement income. Participation in the program is voluntary and 100% funded by you through payroll deduction in the amount you authorize. Plan and enrollment information is available from [identify position or department].

**Life Insurance:** We provide life insurance for eligible employees at the rate of [identify the applicable benefit]. The premiums are paid by [identify who pays] and are effective [identify when benefit begins]. We provide plan documents when you become eligible for the benefit; additional copies are available from [identify position or department].

**Short and Long Term Disability Insurance:** [Insert specifics of the plan(s) if offered].

**Retirement:** Eligible employees shall be covered under the State of Wisconsin Retirement System (WRS). We will pay our contribution as set by the Department of Employee Trust Funds (ETF), and you shall pay your contribution as set by ETF via payroll deduction. Information regarding the WRS plan can be found at <https://etf.wi.gov/>.

**COBRA:** The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives you and your qualified beneficiaries the opportunity to continue insurance coverage under our plans when a "qualifying event" results in the loss of coverage. Under COBRA, you or your dependents pay the full cost of coverage at the group rates plus an administration fee. We provide written notice of COBRA rights and obligations when a qualifying event occurs.

**Mileage:** When you must use your personal vehicle to travel as part of your duties from the work place to a destination other than home, you will be reimbursed for authorized travel at the current rate established by the Internal Revenue Service (IRS). Employees seeking mileage reimbursement are required to provide evidence of insurance on their personal vehicle at least annually or as requested by the [identify position or department].

### **Travel Reimbursements:**

- Meals and Lodging. If we require you to travel outside the [Municipality], we will reimburse you for meals and necessary overnight lodging. Reimbursements are paid on a monthly basis upon submission of a Travel Expense Form along with receipts for meals and lodging and any out-of-pocket expenditures. Failure to submit a reimbursement request within 30 days of the date the expense was incurred may cause denial of the reimbursement.
  - Lodging reimbursement is limited to the rate for a single room/single person at a licensed hotel or motel. When possible, you must make advance reservations. Contact the [identify position or department] for advance payment of lodging to insure proper tax exemption.
  - Reimbursement for meals is set at the levels used by the State of Wisconsin. You must submit an itemized copy of your meal bill(s). A credit card receipt is insufficient. Alcoholic beverages, smoking materials and drugs will not be reimbursed. Reimbursable meal expenses are for employees only.
- Other Travel Expenses and Requirements. Other expenditures that qualify for travel reimbursement include parking, tolls, local or long-distance calls regarding work assignments, baggage handling, and necessary equipment rental. Receipts for fees must be attached to the Travel Expense Form. Tickets for driving infractions, unauthorized parking or other violations will not be paid or reimbursed.

**Job-Related Training:** You may be permitted to attend, with pay, work-related meetings, conferences, trainings, institutes, and seminars, and appropriate State of Wisconsin courses or examinations for continued certification related to your position and approved by your department head, provided the costs are included in the approved budget. We will pay you for this time under applicable state and federal laws.

**Worker's Compensation:** If you become ill or injured because of your job, worker's compensation benefits may cover you. You must notify your supervisor or the [identify position or department] immediately of any accidents, injuries or illnesses, and secure any necessary medical attention immediately. Our safety handbook addresses all applicable safety rules and procedures. [You should include safety rules and policies in a separate handbook to ensure compliance with public employee safety requirements and the safe place statute].

## **EMPLOYMENT POLICIES**

**Bulletin Boards:** We use bulletin boards to inform you of important developments and legal rights. They are used only for official notices or announcements that are approved by the [identify position or department]. You must familiarize yourself with the information communicated on the bulletin boards. [Include your employee Intranet and any other channels of communication used in your municipality].

**Code of Ethics/Conflicts of Interest:** We expect you to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between your personal interests and those of the organization. We expect that the transactions you take part in are ethical and within the law, both in letter and in spirit.

There is no way to develop a comprehensive detailed set of rules to cover every business situation. We require you to act ethically when performing your duties so that your actions will reflect positively on you and on us. You must comply with all local, state, and federal laws.

Our policy and state law prohibit employees from engaging in the following conduct:

- Soliciting or receiving from any person or acting as a mediator for any fee, gift, or other thing of value in the course of your work, when such fee, gift, or other thing of value is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person.
- Threatening or attempting to use or using political influence, or giving or being in any way involved in giving any money or any other thing of value in return for appointment, promotion, transfer, leave of absence, change in pay or other tangible employment benefit.
- Engaging in political activity by making use of your position to further the candidacy of any person or engaging in political work during regular work hours. Nothing in this section shall be construed to interfere with your right to become a member of a political club, to attend political meetings, to express your opinion on political subjects, and to enjoy freedom from all interference in casting your vote.
- Accepting anything of value from any person, business, or organization if it may be viewed as a reward for any official action or inaction taken by you. State law also prohibits any local public official or public employee from accepting anything of value if it could reasonably be expected to influence your official actions or independent judgment.

Speak with your supervisor or the [identify position or person] regarding questions, concerns or issues addressed in or related to this policy.

**Confidential Information:** You may have access to confidential [Municipality], resident, personnel or other sensitive information as a part of your job duties. The protection of confidential information is vital to our interests, and to the interests of our employees and citizens. You shall not disclose any confidential information to any [Municipality] personnel who does not have a legitimate business need to know such information, or to any persons outside the [Municipality], without the authorization of the [identify position or department]. If you receive a request for information that you know or should know is confidential, whether you are on or off duty, you will direct the person asking for the information to the [identify position or department]. Should you improperly use or disclose confidential information, you will be subject to disciplinary action.

**Driving Requirements and Practices:** The following policies cover operation of [Municipality] vehicles, and personal vehicles used in performing your job. We reserve the right to make specific decisions regarding your ability to drive based on the particular circumstances of the situation.

- Employees assigned [Municipality]-owned vehicles are to use those vehicles for official business only; we do not permit personal use.
- You will follow safe driving practices and will comply with all federal, state and local laws governing operation of motor vehicles and rules of the road. This includes taking all steps

to ensure your total concentration and safe operation of vehicles. In addition, the following rules apply:

- Smoking is prohibited in any [Municipal] vehicle; there are no exceptions to this policy.
- You will not manipulate radios, telephones, tablets, or other equipment while the vehicle is moving. You will not talk on cell phones while the vehicle is moving, unless using a hands-free device or an emergency renders the use of such device impractical.
- You will not take your eyes off the road while the vehicle is moving.
- You will not operate a vehicle when your ability to react is impaired.
- You will not text in any manner on a cell phone, smart phone, tablet, or other device.
- You must keep headlights and seat belts on at all times.
- You must abide by all provisions of the Drug-Free and Alcohol-Free Policy in this handbook.
- You must maintain an acceptable driving record to drive for your job. You must report all infractions or violations incurred while driving, whether during work time or personal time, to the [identify position or department]. We will also check driving abstracts through the Department of Motor Vehicles.
- You must get permission from your department head or the [identify position or person] to use your personal vehicle to travel for your job. If you use your personal vehicle, you must carry insurance coverage as required by Wisconsin law. You must submit a copy of your insurance card to [identify position or department] annually or when your insurance coverage changes.
- You must notify a supervisor immediately when a [Municipality] vehicle is inoperable, unsafe, or damaged.
- You are responsible for all [Municipality] vehicles that you operate, and you shall not permit any non-employee to drive them.
- If you are involved in an accident, you must:
  - Stay at the scene and turn on the four-way flashers.
  - Immediately contact law enforcement and your supervisor, department head, or the [identify position or person].
  - When requested, give your name, address, [Municipality] affiliation and show your driver's license and proof of insurance to the other party and law enforcement personnel.
  - Upon return to work, obtain and complete all necessary worker's compensation and incident report forms from your supervisor or administration.

**Drug-Free and Alcohol-Free Workplace:** We will maintain a drug-free and alcohol-free workplace. Accidents, injuries, absenteeism, decreased productivity and property damage can result if you are under the influence of drugs, alcohol or other substances at work.

- **Conduct and Discipline.** A violation of the following rules may result in disciplinary action or termination:
  - You are prohibited from using, possessing, manufacturing, selling, distributing, purchasing or dispensing alcohol or controlled substances/illegal drugs or drug paraphernalia on [Municipality] property, while performing your job duties or engaged in a [Municipality]-sponsored activity, or while on [Municipality] business.
  - You are prohibited from reporting for or remaining on duty or performing assigned job duties while under the influence of alcohol or a controlled substance/illegal drug, or having the prohibited level of alcohol or an illegal drug/controlled substance in your system as indicated by a positive test result.
  - You may not bring or consume any prescription drugs that are not prescribed for you, or that impair your ability to do your job. You must notify your supervisor or the [identify position or department] before engaging in any work if your prescription medication could affect job performance and/or safety.
  - Criminal convictions for manufacturing, distributing, dispensing, possessing or using controlled substances/illegal drugs in the workplace must be reported in writing to the [identify position or department] no later than 5 calendar days after such conviction.
  - If you refuse to submit to a drug and/or alcohol test when directed to do so under circumstances consistent with this policy, you will be immediately placed on suspension pending investigation. You may not engage in any conduct that prevents completion of a test, or provide false information when tested, or attempt to falsify a test result.
  - You may not use any alcohol within 8 hours following an on-duty accident.
  - You must comply with requirements for treatment, after care, and return to duty, if applicable.
- **Employee Assistance Program (EAP).** [If your municipality has one] Employees are encouraged to voluntarily seek professional, confidential assistance for alcohol and drug problems. Contact and other information for the EAP provider is located in [identify position or department]. You are also encouraged to utilize any programs offered by our insurance programs.
- **Testing.** We will require drug and/or alcohol testing under the following circumstances:
  - Pre-Employment: Drug testing is part of the evaluative procedure for new and returning employees and will be conducted upon a conditional offer of employment.

- **Reasonable Suspicion:** You will be required to test if there is a reasonable suspicion that you are impaired, under the influence of, or have drugs or alcohol in your system. “Reasonable suspicion” means observations of objective facts sufficient to lead a prudent person to conclude that you may be under the influence or have a prohibited substance in your system.
- **Post-Accident/Work Related Incident:** We may require drug or alcohol testing following a work-related incident/accident.
- **Random:** Drug testing may be required on a random basis for those in any safety-sensitive positions.
- **Return-to-Duty:** Any employee found to have violated this policy and who is allowed to return to work will be required to test prior to returning to duty, and then randomly thereafter, for a one-year period.

Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable laws.

**Emergency Closings:** When an emergency, such as severe weather, fires, power failures, etc., requires the closing of a [Municipality] facility, you may elect to use accrued leave time to cover lost hours. If you choose not to use accrued leave time, or if you do not have any accrued time, the hours missed will be unpaid. If you cannot report to work due to weather, you may substitute accrued time to compensate for hours not worked, otherwise, the time off will be unpaid. Employees in essential service functions may be required to work when operations are closed.

**Employee Conduct:** To ensure orderly operations and provide the best work environment, we expect you to conduct yourself at all times in a manner that is respectful and will protect the interests and safety of all employees and the organization. This handbook cannot address every conceivable circumstance that may arise. We consider all of our employees to be professionals, and you are expected to exercise responsible judgment.

We reserve sole discretion to determine when certain behaviors, conduct, decisions, etc. are inappropriate, even if they are not expressly prohibited or addressed in this handbook. The consequences for any infraction will depend on all relevant circumstances and may include discipline or termination as we determine appropriate.

- It is not possible to list all the behavior that is unacceptable. The list below is illustrative and not intended to be all-inclusive. These are examples of infractions that may result in disciplinary action or termination:
  - Any form of theft, dishonesty or inappropriate removal, use or possession of property.
  - Falsification of timekeeping or other records or documents.
  - Any form of violence.
  - Verbal or physical abuse; discourteous, disrespectful, insulting or inflammatory language or conduct, or any other form of behavior that could be deemed “bullying” towards another person.

- Negligence or improper conduct leading to damage of [Municipality]-owned property or property belonging to others, or injury to another person.
  - Insubordination or other failure to follow directives or instructions.
  - Violation of safety or health rules.
  - Smoking in prohibited areas or [Municipality]-owned buildings, equipment or vehicles.
  - Possession of dangerous or unauthorized materials, such as explosives or firearms.
  - Unacceptable attendance record.
  - Unauthorized use or misuse of telephones, mail system, computers, social media or other [Municipality]-owned equipment.
  - Unsatisfactory or inappropriate performance or conduct.
  - Violation of any other policies/rules in this handbook.
- **Corrective Action:** The purpose of corrective action is to eliminate inappropriate conduct, violation of policies, improper behavior or performance problems. Corrective action may include, but is not limited to, oral or written warnings, suspensions without pay, work restrictions, job transfers, termination or any other form of discipline, counseling or correction deemed necessary under the circumstances. The specific measures taken will depend upon the nature and severity of the conduct and the surrounding circumstances.

**Employee Information:** It is important that you notify [identify position or department] of any change in your personal information, including any changes in name, mailing or email address, phone number, marital status, dependents, beneficiary designations, and emergency contact information.

**Employment of Family Members or Close Friends:** Departments can hire relatives, domestic partners, and close friends of employees, but not if they would be in a direct supervisory relationship, or where such employment would otherwise create potential problems, safety or security concerns, or where a potential conflict of interest is deemed by us not to be in the best interests of the department or the [Municipality].

**Grievance Procedure:** [Local governments without a civil service system are required to have a grievance procedure that must contain certain elements and which applies to discipline, termination and workplace safety issues. The specific parameters of a grievance procedure are not entirely clear in the statute. The language provided here is a sample only and should be reviewed by an employment law attorney prior to final adoption.]

- **Purpose and Scope.** This grievance procedure implements the provisions required by Wisconsin Statute Section 66.0509(1m). Nothing in this policy is intended to create a legally binding contract or to change the at-will nature of employment with the [Municipality].
  - This grievance procedure applies to employees, but not to elected officials or persons appointed to serve on boards, commissions or committees. It does not

apply to employees of the [identify departments such as police or fire] who are subject to Section [identify applicable statutes such as §62.13] of the Wisconsin Statutes, or to employees covered by a collective bargaining agreement containing a grievance procedure.

- This grievance procedure applies only to issues concerning workplace safety, discipline and termination.
  - For purposes of this policy, “workplace safety” means conditions of employment affecting physical health or safety, safe operation of workplace equipment and tools, personal protective equipment, and workplace violence. “Workplace safety” does not include general working conditions unrelated to physical health and safety, such as hours, overtime, leaves of absence, work schedules, breaks, vacation, performance reviews, compensation, etc.
  - For purposes of this policy, “termination” does not include layoffs, workforce reductions, voluntary terminations including resignations and retirements, job abandonment, end of employment because of disability, lack of qualifications or licensure or other inability to perform job duties, and any other cessation of employment not involving involuntary termination.
  - For purposes of this policy, “employee discipline” shall include any employment action that results in an unpaid disciplinary suspension, disciplinary reduction in pay or benefits, or disciplinary demotion; it includes verbal and written warnings. It shall not include plans of correction or performance improvement, performance evaluations or reviews, documentation of employee acts and/or omissions, counseling, coaching, meetings, or other pre-disciplinary action, administrative suspension with pay, administrative suspension without pay pending investigation of alleged misconduct or nonperformance, non-disciplinary wage, benefit or salary adjustments, or any other action taken for non-disciplinary reasons.
- Procedure.
  - Every reasonable effort should be made by supervisors and employees to resolve questions, problems and complaints together. Thus, you should first discuss any issues concerning the subjects covered by this grievance procedure with your immediate supervisor.
  - If the complaint is not resolved by your immediate supervisor, you may file a written grievance with the department head no later than 7 work days from the date that you first knew, or should have known, of the condition or circumstance giving rise to your grievance. If the complaint involves the department head, submit the complaint to [identify position with the applicable authority over department head].
    - The written grievance must include your name, job title, a statement of the grievance, the date of the event or circumstances giving rise to your grievance, identification of the policy/procedure/rule that is being

challenged, your signature and date; grievance forms are available from Administration.

- The department head may schedule a meeting with you and other relevant parties, but this meeting must occur within 10 work days of the department head's receipt of the grievance. The department head will provide a written response within 10 work days of receiving the grievance or within 10 work days of the meeting. These same time requirements apply if the grievance is being considered by the [position with authority over the department head].
- The written decision of the department head shall be final unless you file a written request for review with the [identify position to whom appeal should be sent] no later than 5 work days of the date of the written decision. The [applicable position] may schedule a meeting with you and other relevant parties, but this meeting must occur within 10 work days of receiving the request for review. The [applicable position] will provide a written response within 10 work days of either receipt of the request for review or the date of the meeting, whichever is later. If the [applicable position] has already reviewed the matter as set forth above, the provisions of this paragraph do not apply and the next step is before an impartial hearing officer.
- The written decision of the [applicable position] shall be final unless you file a written request with the [identify position or department] no later than 5 work days after the date of the written decision, requesting a hearing before an impartial hearing officer (IHO) selected by us. The IHO shall not be a [Municipality] employee. The hearing shall be held as soon as practicable.
  - The hearing shall be transcribed only if one or both parties agree to bear the cost. Witnesses may provide oral information if they are present, but written witness statements in lieu of a personal appearance are prohibited. Written documents may be submitted.
  - The IHO will determine which witnesses may speak and which documents will be accepted. The hearing is to be informal and the rules of evidence do not apply; however, no factual finding can be based solely on hearsay. There shall be no discovery. The IHO may request oral or written arguments. The IHO may also decide that a hearing is not necessary, and that he or she can make a decision solely on submission of written documents.
  - The sole question to be answered by the IHO is whether our decision was arbitrary and capricious. The grievant shall bear the burden of proof. The IHO must sustain or deny our decision; the IHO does not have the authority to modify the decision, nor to grant, in whole or part, the specific request of the grievant. The IHO shall provide a written decision within 30 calendar days of the hearing date or final submission of written documents.
- The decision of the IHO shall be final unless the grievant or the [Municipality] files with the Clerk's office a written request for review by the [Municipality's Governing Body] no later than 5 work days of the date of the IHO's written decision. The

[Governing Body] shall review the matter as soon as practicable. Only the issues raised before the IHO may be appealed and considered by the [Governing Body]. The [Governing Body] shall not hear from any witnesses or take any additional documents or any other evidence, but rather will limit its review based on the written record before the IHO. The [Governing Body] is not to substitute its judgment for that of the IHO, but rather will limit its determination to whether a rational basis exists for the IHO's decision. A simple majority vote of the [Governing Body] shall decide the appeal. The [Governing Body's] decision shall be final and not subject to any further review.

- Failure of the grievant to process a grievance within the time limits, or pursuant to agreed-upon written extensions, shall constitute a termination of the grievance; it shall not be processed any further and cannot be re-filed. Our failure to meet the time lines shall cause the grievance to automatically move to the next step.
- All expenses incurred by either party in investigating, preparing, presenting or responding to a grievance shall be borne by the party incurring the expense. The cost of the IHO shall be borne by us.

**Medical Privacy Policy:** We strive to protect personal and medical information of our employees and have adopted the following practices:

- We keep medical information in separate employee medical folders on a medical only network drive in the [identify position or department]. **[If maintained as paper copies, medical information must be kept separately by employee in a locked file cabinet devoted only to medical information. Only one department (such as Human Resources or Administration) should maintain employee personnel information, including medical records.]**
- Access is limited to [identify positions or department] staff who are committed to taking all measures to ensure confidentiality.
- Medical records are not to be kept in any other location and are not to be kept by individual supervisors or department heads. All medical documentation is to be sent to [identify position or department], and no copies are to be retained in paper or electronic formats by any other person or department.
- Disclosure is limited to legitimate business purposes, such as administration of benefits, reasonable accommodation decisions, and medical leave determinations, and any other purpose mandated by law.
  - We limit disclosure of medical information to supervisors on a need to know basis when necessary to disclose a staff member's need for time off, work restrictions or needed accommodations.
- Under Wisconsin Statutes § 103.13, employees can request to see their medical records in accordance with the provisions outlined in that section.

**Municipal Property:** Personal use of [Municipality] resources, such as equipment, tools, physical spaces or buildings, and other items for personal reasons is prohibited. If you are contemplating the personal use of a [Municipality] resource for a reason that you believe is

justified, you must get the written permission of the [identify position or department] prior to using the resource.

**Open Door Policy:** Your opinions, suggestions and questions are important to us. Talk with your immediate supervisor about issues at work that concern you or conflicts that you are having with a co-worker. We will attempt to provide straightforward responses to your questions and comments. If you cannot resolve your issues, please contact the [identify position].

**Outside Employment:** We expect all regular employees to place the responsibilities and obligations of their positions with us first. You may engage in outside, non-[Municipality] employment, subject to the following conditions:

- There is no conflict of interest between your secondary employment and your work with us and/or the work we do.
- We may request you to cease any outside work, or end your employment in the event of a refusal to surrender the secondary employment, if such work is affecting the efficiency, quality, and effectiveness of your work with us or a potential conflict of interest develops.
- There shall be no professional consulting work or side job by employees within the [Municipal] limits where such work would pose a conflict of interest with your job duties or the work we do.
- No outside employment or consulting work shall be carried on during your work hours with us, nor shall our vehicles, equipment, supplies, machines, or other property be used for your secondary work.
- We will require you to provide us with a list of your outside employment annually on the proper form.

**Performance Assessments:** Performance evaluations will be conducted on a [identify when these take place]. These are an important opportunity to let you know how you are performing, how performance can improve, and to receive input from you concerning training, supervision, job difficulties and other valuable feedback. In addition, performance directly relates to our annual compensation decisions.

**Personal Appearance:** As a [Municipality] employee, your appearance reflects on us. We expect you to present yourself for work in a professional, presentable, modest, well-groomed manner at all times, in attire allowed by your department head or [identify position or department]. You are required to adhere to the guidelines of the Safety Policy to the extent they apply to your position. Depending on considerations of individual departments certain employees may have to meet special dress, grooming, and hygiene standards that may be required for health or safety reasons, customer and public contact, or other professional/service considerations.

**Personal Property:** We reserve the right to conduct searches and inspections of employees, their personal items, and [Municipality]-provided property when a business need, probable cause or reasonable suspicion exists in our opinion. We may conduct searches and inspections without notice.

**Personnel Records and Employment References:** Personnel records are the property of the [Municipality] and we restrict access to them. Access to your personnel records is governed by Wisconsin Statute § 103.13. Should you want to review your record under § 103.13, you must

contact [identify position or department]. All requests from sources outside the [Municipality] for personnel information or employment references concerning applicants, current employees, and former employees shall be forwarded to [identify position or department].

**Public Records/Media Contact:** Only our designated records custodian(s) may respond to a public record request. Should you receive a request, please forward it to the [identify position or department]. Only the [identify position or person] or his/her designee will serve as the authorized media spokesperson for the organization. Any requests for comment or interviews regarding official business must be directed to [identify position or person].

**Safety:** Job safety is very important to all of us. We require safe work practices of all employees and expect you to conduct yourself carefully and safely at all times. You are expected to observe all safety procedures and rules, and use required personal protective equipment (PPE) as outlined in the Safety Handbook.

All work areas must be kept clean and free from debris and clutter. Tools and equipment must be kept clean and in good repair. Any accident, hazard, or unsafe condition or equipment is to be corrected and reported to a supervisor. If you are involved in or witness an accident while working, you must report it immediately to a supervisor. Supervisors must maintain a safe work environment, enforce safety rules, and train staff.

A copy of our Safety Handbook is distributed separately from this handbook to each employee. If you do not have one, please contact [identify position or department]. You must familiarize yourself with these rules and abide by them. If you have questions about one or more of the rules, contact your supervisor or [identify position or department].

**Smoking Policy:** Smoking, including electronic cigarettes, and use of tobacco products, is prohibited in any [Municipality] buildings, vehicles, while operating any equipment, or inside any roofed, permanent structures in [Municipality] parks. Smoking will be permitted only outside of [Municipality] buildings in designated areas and in accordance with Wisconsin law.

**Social Media:** We encourage use of social media to further our goals and the mission of our departments. Departments may use social media to conduct departmental business, provided they follow the policies outlined below.

- Social media sites must be approved by the [identify position or department] prior to implementation. Unless approved otherwise, departmental use of social media will be for one-way communication only.
- Our website and citizen portal shall remain the [Municipality's] primary and predominant Internet presence. Social media is used to disseminate time-sensitive information as quickly as possible, and to increase our ability to communicate with the widest audience. Where possible, content posted to social media sites will be posted to our website/citizen portal.
- Social media sites shall comply with all other applicable policies and standards, including but not limited to, the Technology Policy, Code of Ethics, Anti-Harassment and Discrimination Policy, and Confidential Information Policy.
- Social media sites are subject to the State of Wisconsin public records laws. Any content maintained in social media format that is related to our business, including a list of subscribers and posted communications, is a public record. Social media sites shall clearly

indicate that any articles and other content posted or submitted for posting are subject to public disclosure.

- Additional requirements for social media use are set forth in the City's Information Technology policy, which is accessible from [identify position or department].
- Personal Use. Your personal use of social media sites is prohibited during work hours. You should have no expectation of privacy in use of social media accessed at work and/or via City-owned technology resources.

**Technology:** We provide you access to and use of information technology resources. These resources are provided to allow you to be more efficient, productive, and to access information necessary to carry out your responsibilities on our behalf. Personal use of our technology resources must be kept to a bare minimum and you should have no expectation of privacy.

You are expected and required to use these resources in a manner consistent with your position and work responsibilities and in a professional and respectful manner. We establish policies and monitor operations to protect you from creating legal liabilities and negative publicity for yourself and for us, either knowingly or unknowingly. We expect you to act responsibly and always in our best interests. Use of our technology must comply with all applicable laws and municipal policies and ordinances.

All employees are required to be familiar with and sign a copy of the Information Technology Policy. Use of our Information Technology Resources contrary to the policies contained in the Information Technology Policy is prohibited and a violation may lead to disciplinary action. A copy of the IT policy is available from [identify position or department].

**Telephone Use:** Personal calls, whether using our telephones or your own cell phone, must be kept to a minimum during work hours. You should make and receive personal calls during lunch or breaks. In the event you make a long-distance call from our phone, you must reimburse us for the full cost.

**Weapons Policy:** We intend to promote a safe environment for employees and other individuals who interact with our employees.

- A "weapon" is any device designed as or intended to be a weapon and capable of producing death or harm to another person including, but not limited to, firearms, handguns and explosive devices.
- We strictly prohibit the possession, control, use, or threatening the use of a weapon in the course of employment whether on or off our premises. This prohibition does not apply to law enforcement officers performing their official duties.
- Weapons stored in your personal vehicle while the vehicle is on our property or while the vehicle is being used in the course of your employment must be kept and secured in the vehicle.

**Workplace Violence:** We will not tolerate any threatening or abusive conduct or acts of violence against an employee or by an employee in the course and scope of employment or at function that we sponsor. You must report to any member of management any threats or violence that you have suffered or witnessed. Even without a specific threat, you should report any behavior you have witnessed that could be perceived as threatening or violent or that could

endanger the health and safety of another person. We will take steps to protect you from retaliation or intimidation for making a report or participating in an investigation.

Any reported act or threat of violence will be taken seriously and investigated promptly. To the extent possible, we will keep any such report confidential; however, we cannot guarantee absolute confidentiality. Any person reported to have made threats, exhibited threatening behavior or engaged in violent behavior will be removed from the premises as quickly as safety permits and shall remain off our property pending the outcome of an investigation.

Any violation of this policy by an employee may result in disciplinary action or termination. We reserve the right to take any legal steps needed to protect our employees and third parties including involving law enforcement.

~ End of Handbook ~

**EMPLOYEE HANDBOOK RECEIPT**

I have received the Employee Handbook. I understand that it is my responsibility to read and to comply with the policies contained in it and any revisions made to it. I also understand that if I have any questions about the content of the Handbook, I can speak with [identify position or department] for answers to my questions.

I understand the [Municipality] has the right to change any provision in this Handbook at any time and that I will be bound by any such change. I acknowledge that nothing in the Employee Handbook constitutes a guarantee of employment or an employment contract of any kind. I understand that my employment is “at-will” unless otherwise provided by Civil Service, applicable law or ordinances, or a collective bargaining agreement. Where employment is “at-will,” I understand that it can be terminated at any time for any reason, with or without cause or notice.

Name: \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_