

HUMAN RESOURCES POLICY MANUAL

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TABLE OF CONTENTS

CHAPTER 1

Purpose and Scope

- 1.01 Authority
- 1.02 Purpose of the Personnel Policy Manual
- 1.03 Employees Covered
- 1.04 Exceptions

CHAPTER 2

Definitions

- 2.01 Anniversary Date
- 2.02 Appointing Authority
- 2.03 Class
- 2.04 Class Specification
- 2.05 Class Title
- 2.06 Classification Plan
- 2.07 Conflict of Interest
- 2.08 Demotion
- 2.09 Department Head
- 2.10 Disciplinary Action
- 2.11 Eligible
- 2.12 Emergency Appointments
- 2.13 Employee
- 2.14 Entrance Pay Rate
- 2.15 Grievance
- 2.16 In-range Increments
- 2.17 Layoff
- 2.18 Manual
- 2.19 Pay Plan
- 2.20 Pay Range
- 2.21 Position
- 2.22 Position Classifications
- 2.23 Position Description
- 2.24 Promotion
- 2.25 Reclassification
- 2.26 Regular Appointment
- 2.27 Reinstatement
- 2.28 Selection Process
- 2.29 Supervisor
- 2.30 Termination
- 2.31 Transfer
- 2.32 Union
- 2.33 Village
- 2.34 Village Board
- 2.35 Whistle-blowing
- 2.36 Wis. Stats.
- 2.37 Seniority
- 2.38 Probation Period
- 2.39 Break in Continuous Service
- 2.40 Loss of Seniority
- 2.41 Accrued Seniority

CHAPTER 3

- 3.01 Village Board
- 3.02 Village Administrator
- 3.03 Department Heads
- 3.04 Supervisory Personnel

Delineation of Authority and Responsibilities

CHAPTER 4

- 4.01 Personnel Records Management
- 4.02 Responsibility and Authority
- 4.03 Individual Personnel Files
- 4.04 Access to Individual Files
- 4.05 Other Records
- 4.06 Public Inspection
- 4.07 Destruction of Records
- 4.08 Reports

Personnel Transactions and Records Management

CHAPTER 5

- 5.01 Authority
- 5.02 Table of Organization
- 5.03 Creating, Adding, Deleting Positions
- 5.04 Position Classification
- 5.05 Position Descriptions
- 5.06 Reorganization of Department
- 5.07 Review of Position Classification Plan
- 5.08 Compensation Plan
- 5.09 Determination of Pay Ranges
- 5.10 Initial Pay Rate
- 5.11 Wage Progression
- 5.12 Merit Adjustments
- 5.13 Compensation Schedule for Unclassified Positions
- 5.14 Other Pay Rate Adjustments

Position Classification and Compensation

CHAPTER 6

- 6.01 Policy
- 6.02 Equal Opportunity
- 6.03 Methods
- 6.04 Recruitment Procedures for Regular Full-time and Part-time
- 6.05 Selection
- 6.06 Limited Term Appointments
- 6.07 Interview Expenses
- 6.08 Relocation Expenses

Recruitment and Selection

CHAPTER 7

- 7.01 Employment Status
- 7.02 Public Service Mission
- 7.03 Medical Examinations
- 7.04 Background Check
- 7.05 Verification of Employment Eligibility

General Conditions of Employment

7.06	Work Permit
7.07	Residency
7.08	Outside Employment
7.09	Liability
7.10	Lockers
7.11	Carrying of Fire Arms in Village Owned Buildings and On Village Property
7.12	Return of Village Equipment

CHAPTER 8 **Changes in Employee Status**

8.01	Union Contracts
8.02	Introductory Period
8.03	Conversion to Part-time Status
8.04	Transfers
8.05	Promotions
8.06	Demotions
8.07	Work Week Reductions
8.08	Layoffs
8.09	Recall from Layoff
8.10	Termination

CHAPTER 9 **Performance Evaluations**

9.01	Purpose
9.02	Administration
9.03	Evaluator
9.04	Review of Performance Reports
9.05	Evaluation Procedures
9.06	Employee Appeal

CHAPTER 10 **Training and Development**

10.01	Purpose
10.02	Village Administrator
10.03	Department Heads
10.04	Employee Orientation Program
10.05	In-service Training
10.06	Continuing Education and Training
10.07	Conferences and Conventions
10.08	Trade/Professional Associations

CHAPTER 11 **Safety**

11.01	Policy
11.02	Village Administrator
11.03	Department Head
11.04	Employee
11.05	Reporting Requirements

CHAPTER 12 **Disciplinary Action**

12.01	Policy
12.02	Employee Rights
12.03	Forms of Disciplinary Action

- 12.04 Disciplinary Procedures
- 12.05 Grounds for Disciplinary Action

CHAPTER 13

Grievance Procedure

- 13.01 Policy
- 13.02 Administration
- 13.03 Definition of a Grievance
- 13.04 Informal Resolution Procedure
- 13.05 Grievance Procedure
- 13.06 Timeliness
- 13.07 Employee Representation
- 13.08 Violation of Grievance Procedure
- 13.09 Work Continuation

CHAPTER 14

Working Conditions

- 14.01 Hours of Work
- 14.02 Lunch and Break Periods
- 14.03 Inclement Weather
- 14.04 Dress and Grooming
- 14.05 Use of Telephones
- 14.06 Smoking Policies
- 14.07 Auto Insurance
- 14.08 Travel
- 14.09 Lodging
- 14.10 Meals
- 14.11 Travel, Lodging, and Meal Reimbursement
- 14.12 Travel Advances

CHAPTER 15

Compensation

- 15.01 Time and Attendance Reporting
- 15.02 Pay Period
- 15.03 Overtime Pay
- 15.04 Compensatory Time
- 15.05 Minimum Guarantee for Call-ins
- 15.06 Longevity Pay
- 15.07 Wage Reimbursement
- 15.08 Deferred Compensation
- 15.09 Payroll Deductions
- 15.10 Pay Policies

CHAPTER 16

Eligibility for Benefits

- 16.01 Full-time Employees
- 16.02 Part-time Employees
- 16.03 Limited Term and Paid On-Call Employees
- 16.04 Effect of Change in Status
- 16.05 Duty Disability

CHAPTER 17

Holidays

- 17.01 Legal Holidays

17.02	Floating Holidays
17.03	Other Holidays
17.04	Holiday Pay
17.05	Eligibility

CHAPTER 18

Vacations

18.01	Vacation Entitlement for Full-time Employees
18.02	Vacation Entitlement for Part-time Employees
18.03	Vacation Credits
18.04	Vacation Advance
18.05	Vacation Carryover
18.06	Vacation Scheduling
18.07	Conversion to Sick Leave

CHAPTER 19

Sick Leave

19.01	Sick Leave Accrual
19.02	Eligibility
19.03	Eligible Uses
19.04	Sick Leave Procedures
19.05	Sick Leave Payout

CHAPTER 20

Funeral Leave

20.01	Funeral Leave
20.02	Friend
20.03	Eligibility

CHAPTER 21

Civil Leave

21.01	Eligibility
21.02	Procedures

CHAPTER 22

Military Leave

22.01	General
22.02	Regular Military Leave
22.03	Reserve Military Leave

CHAPTER 23

Family & Medical Leave

23.01	Introduction
23.02	Eligibility
23.03	Types of Leave Available
23.04	Certification by Health Care Provider
23.05	Definition of Serious Health Condition
23.06	Amount of Leave Available
23.07	Manner in Which Leave Can Be Taken
23.08	Compensation during Leave
23.09	Continuation of Benefits
23.10	Accrual of Benefits
23.11	Employment Restoration
23.12	Required Advance Notice

CHAPTER 24	Unpaid Leaves of Absence
24.01	Policy
24.02	General Provisions
24.03	Granting Authority
24.04	Return to Work from Unpaid Leave of Absence
24.05	Benefit Status during Unpaid Leave of Absence
24.06	Extended Medical Leave
24.07	Disability Leave
24.08	Unauthorized Absence
CHAPTER 25	Worker's Compensation
25.01	Policy
25.02	Scope of Employment
25.03	Requirements
25.04	Benefits
CHAPTER 26	Unemployment Compensation
26.01	Policy
CHAPTER 27	Insurance Benefits
27.01	Refer to Handbooks
CHAPTER 28	Retirement Benefits
28.01	Social Security
28.02	Wisconsin Retirement System
CHAPTER 29	Miscellaneous Benefits
29.01	Benefits Available to All Departments
29.02	Benefits Available to Police Department Employees
29.03	Authorized Uses
29.04	Restrictions
29.05	Unauthorized Uses
29.06	Benefits Available to Public Works Employees
29.07	Licensing Fee
29.08	Benefits Available to EMS Employees
CHAPTER 30	Nepotism
30.01	Hiring Prohibitions
30.02	Retroactivity
CHAPTER 31	Political Activity
31.01	Scope of Political Activities
CHAPTER 32	Sexual Harassment
32.01	Policy Statement
32.02	Definitions
32.03	Recognizing Harassment
32.04	Grievance Procedure
32.05	Non-retaliation

32.06 Disciplinary Action

CHAPTER 33

Alcohol & Drug Use

33.01 Policy
33.02 Prohibition on the Use of Alcohol
33.03 Prohibition on the Use of Drugs
33.04 Alcohol and Drug Testing
33.05 Public Perception
33.06 Treatment
33.07 Effect on Other Policies

CHAPTER 34

Workplace Threats and Violence

34.01 Policy
34.02 Removal from Premises
34.03 Existing Policy Practices or Procedures
34.04 Notification of Management
34.05 Confidentiality

CHAPTER 35

Union Activity

35.01 Union Business

Chapter 36

Fair Share Agreement

36.01 Fair Share Agreement

Chapter 37

Deferred Compensation Plan

37.01 Deferred Compensation Plan

INTRODUCTION

This Personnel Policy Manual incorporates policies and procedures approved by the Village Board. While the Village believes in the plans, policies, and procedures described herein, current guidelines are subject to change. The Village reserves the right to modify, revoke, suspend, terminate, or change any or all of such plans, policies, or procedures at any time.

These plans, policies, and procedures are not contractual in nature and are conditions of employment. The language used in this Manual is not intended to create, nor is it to be construed to constitute a contract between the Village and any one or all of its employees. No person or body other than the Village Board has the authority to make any agreement contrary to the foregoing.

The policies and procedures in this Manual apply to all employees. Employees who are also subject to provisions of a collective bargaining agreement shall be governed first by the collective bargaining agreement, to the degree any conflict exists.

CHAPTER 1 Purpose and Scope

As an employer, the village must abide by applicable federal and state regulations. In the event that any policy or procedure should conflict with provisions found in federal law or state statutes or with administrative rules adopted by federal or state agencies governing municipal operations, the portion or portions found to be in conflict will be considered rescinded for those affected by the conflict.

1.01 Authority

The following plans, policies, and procedures have been adopted by the village board for all employees except for those represented by union contract or federal and state statutes.

1.02 Purpose of the Personnel Policy Manual

This manual represents the formal documentation of an orderly system of personnel administration that has been developed to meet the organizational needs of the village and the employment needs of its personnel. Its purposes are to establish uniformity and consistency in personnel practices and to allow the village to recruit, select, develop, and maintain an effective and responsive work force.

The policies incorporated herein are based on the following objectives:

- (1) To recruit, select, and advance employees on the basis of their relative knowledge, skills and abilities.
- (2) To provide equitable and adequate compensation for all employees.
- (3) To recognize good job performance, reward exceptional performance, and correct inadequate performance in a fair and timely manner.
- (4) To assure fair treatment of all applicants and employees in all aspects of personnel administration without regard to race, color, national origin, age, religion, sex, disability, or political affiliation, and with proper regard to their rights as citizens.
- (5) To protect employees against coercive political activities and to prohibit the use of their official authority for the purpose of interfering with or affecting the result of an election or a nomination for office.

1.3 Employees Covered

All employees of the village shall be governed by the provisions contained herein, unless it is noted that a particular provision applies only to certain employees. Persons serving in the following capacities are not considered employees and hence are excluded from these provisions.

- (1) Unpaid appointees to committees, boards, or commissions.
- (2) Unpaid volunteer workers.
- (3) Independent contractors providing services within village facilities.
- (4) Employees of another unit of government providing services within village facilities.
- (5) Persons providing services on a per diem basis.
- (6) Consultants.
- (7) Work relief or juvenile work program participants.
- (8) Students engaged in field training.

1.04 Exceptions

The village board may make exceptions to any of these standards contained in this policy in emergency or unusual situations if it is assured that granting such exceptions will not be detrimental to the system.

These definitions shall apply to the following words or phrases as used in the manual.

CHAPTER 2 Definitions

2.01 Anniversary Date

Anniversary dates are defined as:

- (1) Date of Hire - The date an employee begins village employment (as may be modified by personnel actions).
- (2) Date of benefit eligibility – Date when employee becomes eligible for benefits per benefit eligibility policy.

2.02 Appointing Authority

A village official who has the authority to appoint and remove individuals to and from positions in the village service.

2.03 Class

One or more positions which are sufficiently alike in duties and responsibilities to warrant using the same title, similar qualifications, selection procedures, and the same pay range.

2.04 Class Specification

A written description of a class containing the class title, a general statement of the duties and responsibilities, examples of typical tasks performed, and minimum qualifications required.

2.05 Class Title

The official designation or name of the class as stated in the class specification. The class title shall be used on all personnel records and other official personnel actions.

2.06 Classification Plan

The sum total of all job class specifications in the village service and a system showing salary and classification relationships.

2.07 Conflict of Interest

A situation in which an action taken by a village employee or appointed official may be or may appear to a reasonable person to be influenced by personal interests. These personal interests would include potential financial gain, either direct or indirect, for the employee or official or for their relatives, friends, business associates, or political supporters.

2.089 Demotion

The assignment of an employee from one class to another class or status with a lower job content.

2.09 Department Head

A village official with the responsibility for the operation of a village department.

2.10 Disciplinary Action

The action taken to discipline an employee, including actions ranging from a verbal reprimand, written reprimand, suspension with pay, suspension without pay, demotion, up to and including discharge.

2.11 Eligible

A person certified as meeting the training and experience requirements and as having successfully completed all parts of the selection process when formal selection processes are used.

2.12 Emergency Appointments

An appointment which may be made in case of unforeseen emergency and when necessary to prevent impairment of village service.

2.13 Employee

An individual who is legally employed by the village and is paid in part or in whole through the village payroll.

2.14 Entrance Pay Rate

The rate at which an individual not currently on the payroll is to be employed.

2.15 Grievance

A grievance is a formal written complaint of a village employee regarding working conditions, applications of discipline, or any application or violation of the personnel rules and regulations of the village or the department for which the employee works.

2.16 In-range Increments

A pay increase within a pay range.

2.17 Layoff

The involuntary separation of an employee because of reasons unrelated to an employee's performance.

2.18 Manual

The Personnel Policy Manual of the Village of North Fond du Lac as revised from time to time by the village board.

2.19 Pay Plan

A schedule of pay ranges for all classes of positions in the village's service.

2.20 Pay Range

The minimum through maximum rates of pay established for each class of positions.

2.21 Position

A grouping of duties and responsibilities to be performed by an employee. A position may be: filled or vacant; full-time, part-time, or volunteer; permanent or limited term.

2.22 Position Classifications

(1) Limited Term - An unclassified position having a fixed or limited term duration. This group includes the following types of limited term positions:

- a. Seasonal full-time - Any position created to exist on a seasonal basis for a definite time period

having a regular work schedule of forty (40) hours per week, but generally does not exceed 1200 hours per year.

- b. Seasonal part-time - Any position created to exist on a seasonal basis for a definite time period having a regular or irregular work schedule of hours averaging less than forty (40) hours per week.
- c. Temporary - Any position created to exist for a definite time period on a temporary basis not to exceed 1200 hours unless authorized by the village board.
- d. Substitute - Any position created to exist on a temporary basis for the purpose of filling in for an employee on authorized leave. The length of employment of a substitute shall be as determined by the village board.

(2) Regular full-time - Any position created to exist for an indefinite time period having a regular (or irregular) work schedule equaling the basic full-time schedule of the employing department.

(3) Regular part-time - Any position created to exist for an indefinite time period having a regular (or irregular) work schedule equaling the basic part-time schedule of the employing department.

(4) Paid on-call - One of the unclassified positions in the Fire / EMS, and departments that have no set work schedule but are called to respond in emergency situations.

2.23 Position Description

A written description of the typical duties and responsibilities of a specific position within a class.

2.24 Promotion

The assignment of an employee from one class to another class with a higher pay range.

2.25 Reclassification

The reassignment of a position from one class to another to recognize a change in the duties and responsibilities of a position or to correct an error in the original assignment.

2.26 Regular Appointment

An appointment of an eligible person to a budgeted village position.

2.27 Reinstatement

The action by which a former employee may be returned to a position with pay and/or fringe benefits comparable to that received at the time of separation or as may be appropriate at the time.

2.28 Selection Process

A formal measurement process used to evaluate and/or rank applicants for village positions.

2.29 Supervisor

The person responsible for the assignment, direction and work of another employee.

2.30 Termination

The removal of an employee from the payroll for voluntary or involuntary reasons, including dismissal, resignation, retirement, or death.

2.31 Transfer

The assignment of an employee from one position to another in the same class or to a class with the same pay range.

2.32 Union

A division of organized labor representing certain classes of employees.

2.33 Village

The Village of North Fond du Lac.

2.34 Village Board

The Board of Trustees of the Village of North Fond du Lac.

2.35 Whistle-blowing

A disclosure reasonably believed to evidence any or a combination of the following: a violation of law, rule, or regulation; gross mismanagement or a misuse of funds; abuse of authority; or a substantial and specific danger to public health or safety.

2.36 Wis. Stats.

Wisconsin State Statutes, current edition.

2.37 Seniority

An employee's length of continuous service with the employer since their last date of hire. For regular part-time employees, seniority is based on the percentage of time worked per year compared to full-time employees. Seniority shall be by classification.

2.38 Probation Period

Upon completion of the probationary period, the employee shall be granted seniority rights from the employee's most recent date of hire. A period of time for new employees to be monitored and evaluated for their performance. Upon successful completion, the employee shall be granted seniority rights from the employee's recent date of hire.

2.39 Break In Continuous Service

Upon return to work after time lost which does not constitute a break in continuous service, the employee's length of continuous service shall not be affected and he shall receive the same fringe benefits that he would have received had he/she not lost any employment time.

2.40 Loss of Seniority

Seniority, continuous service and the employment relationship shall be broken and terminated if an employee:

- (1) Quits;
- (2) Is discharged and not subsequently reinstated;
- (3) Is absent from work for three (3) consecutive working days without notification to and approval by the Employer, unless unable to notify for physical or other reasonable excuse.
- (4) Fails to report to work within ten (10) working days after having been recalled from layoff;
- (5) Fails to report for work at the termination of a leave of absence;
- (6) On a leave of absence for personal or health reasons accepts other employment without permission;
- (7) Is retired;
- (8) Is laid off and is not recalled to work within twelve (12) months from the date of layoff.

2.41 Accrued Seniority

For the purposes of layoff and job posting, regular part-time employees shall accrue seniority for actual hours worked in relation to full-time employees.

CHAPTER 3 Delineation of Authority and Responsibilities

3.01 Village Board

(1) The village board shall be responsible for:

- a. Approving the departmental tables of organization
- b. Confirming personnel appointments recommended by the department heads and the village

- administrator of all regular full time positions.
- c. Approving the compensation policies and pay plans for all village employees.
 - d. Removing department heads consistent with applicable provisions of the Wisconsin State Statutes, section 17.13.
 - e. Conducting third step grievance hearings (for non-represented employees and for represented employees when no union contract provision applies), according to the provisions of Chapter 13 of this manual.
 - f. Reviewing, revising, and approving village personnel policies.
 - g. Delegating duties and responsibilities as necessary to the village administrator.

3.02 Village Administrator

(1) The village administrator shall be responsible for:

- a. Administering the personnel policy according to the terms of the administrator's job description as adopted and revised from time to time by the village board.
- b. Providing administrative direction to all village employees in accordance with established organizational procedures and policies.
- c. Reviewing recommended appointments to and removal of personnel from village positions.
- d. Conducting discussions with employees on wage, fringe benefit, and working condition issues.
- e. Maintaining complete employment and performance records of all village employees.
- f. Making such reports and recommendations to the village board as required.
- g. Establishing and maintaining lists of persons eligible and qualified for appointment and promotion to positions with the village.
- h. Monitoring temporary and emergency appointments and overtime assignments.
- i. Coordinating training programs to provide employees with adequate opportunities to maintain and improve their job related knowledge and skills.
- j. Serving as affirmative action officer for the village and regularly reviewing and administering the program.
- k. Establishing standards and procedures to insure uniformity in the application of discipline and the processing of employee grievances.
- l. Conducting second step grievance hearings (for non-represented employees and for represented employees when no union contract provision applies) according to the provisions of Chapter 13 of this manual and third step grievance procedures of the union contracts as they apply.
- m. Preparing and implementing such forms, reports, and procedures necessary to carry out the village personnel program.
- n. Disseminating information regarding the personnel program, fringe benefits, and conditions of employment to all employees and departments.
- o. Investigating unemployment compensation claims and participating in unemployment compensation hearings as necessary.
- p. Coordinating safety programs that serve the general needs of all village departments.
- q. Delegating appropriate authority to department heads and administrative personnel in the personnel administration process.

(2) The administrator may delegate their authority to appropriate staff while maintaining full responsibility for the duties specified herein.

3.03 Department Heads

(1) Department heads shall be responsible for:

- a. Enforcing the personnel policies, rules, and regulations in their respective departments.
- b. Keeping employees informed of current personnel policies.
- c. Conducting first step grievance hearings (for non-represented employees and for represented employees when no union contract provision applies) according to the provisions of Chapter 13 of this manual and second step grievance procedures of the union contracts as they apply.

- d. Notifying the village administrator of any proposed changes in personnel and participating in the selection of replacements.
- e. Cooperating with the village in developing employee orientation and in-service training programs.
- f. Administering discipline to non-represented employees and for represented employees when no union contract provision applies within the terms of Chapter 13 of this manual and delegating such authority to supervisory personnel as appropriate within the terms of the union contracts.
- g. Recommending the appointment or removal of employees subject to the approval of the village administrator and the village board.
- h. Delegating appropriate authority to subordinate supervisory personnel in the personnel administration process.

3.04 Supervisory Personnel

- (1) To the extent that department heads delegate authority to them, supervisors shall be responsible for:
- a. Implementing the personnel policies, rules and regulations in their unit.
 - b. Participating in the selection of new employees.
 - c. Administering discipline to employees within the terms of the union contract and Chapter 13 of this manual.
 - d. Conducting first step grievance hearings according to the provisions of the union contracts.

CHAPTER 4 Personnel Transactions and Records Management

4.01 Personnel Records Management

The village administrator shall develop and maintain an effective personnel transaction procedure and personnel records management system. All appointments, separations, and other personnel transactions shall be made on forms designated by the village administrator. The primary purpose of these systems and procedures shall be to:

- (1) Establish and maintain clear lines of authority for the processing of personnel transactions and management of personnel records;
- (2) Establish and maintain uniform, easily accessible and complete employment records of all village employees and employee transactions;
- (3) Maintain factual data regarding the employment history of all personnel;

4.02 Responsibility and Authority

(1) Village Administrator shall:

- a. Establish, maintain, and coordinate personnel transactions and records management for all village employees and positions.
- b. Establish and maintain a central personnel file for each village employee.
- c. Advise and assist department heads in all village personnel transactions, records management systems, and procedures.
- d. Notify payroll of all relevant changes.

(2) Department Heads shall:

- a. Initiate and process personnel transactions affecting their employees using forms provided by the village administrator.
- b. Utilize formal documentation for each employee showing vacation time, sick leave, overtime, and compensatory time accruals and usage for each pay period and report this information to the village administrator.

(3) Employees shall:

- a. Be responsible for notifying Human Resources of any changes which affect their personal status including address, telephone number, change in marital status, or dependent status.

4.03 Individual Personnel Files

(1) An individual personnel file shall be maintained for each person employed by the village. The active files shall consist of the individual files of all persons currently on the village payroll and those of employees in active employment status. The inactive files shall consist of the individual files of all persons formerly employed by the village.

(2) At a minimum, the individual files of all current employees shall contain the following information as it applies to the village:

- a. The full name, current address, telephone number and social security number and date of birth of the employee.
- b. The title of all past and present positions held with the village.
- c. The employee's initial starting date and date of termination where applicable.
- d. The current salary of the employee.
- e. Changes in status.
- f. The person's original application/resume for employment.
- g. Any required payroll deduction or withholding authorization forms.
- h. All appropriate fringe benefit enrollment and waiver forms.
- i. All personnel action forms and official correspondence relative to the person's employment with the village.
- j. Any other pertinent information as may be necessary for effective personnel administration and for compliance with Federal law and state statutes.
- k. Pre-employment test results:
 1. Blood Work
 2. Physical
 3. Fit for Duty
 4. Contracts
 5. Personnel Policy sign off

(3) Individual records relative to employee disciplinary grievances, physical fitness, occupational injury, records of training, and job performance shall be maintained for all employees. Any such records, including individual files, shall be considered confidential in order to prevent the invasion of privacy and shall be provided only as specified by law.

4.04 Access to Individual Files

(1) Definitions. In this section:

- a. "Employee" has the meaning specified in Wisconsin State Statutes 101.01 and also includes former employees.
- b. "Employer" has the meaning specified in Wisconsin State Statutes 101.01.

(2) Open Records

The Village shall, upon the written request of an employee, permit the employee to inspect any personnel documents which are used or which have been used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, termination or other disciplinary action, and medical records, except as provided in subs. (5) and (6). An employee may request all or any part of their records, except as provided in sub. (6). The employer shall grant at least 2 requests by an employee in a calendar year, unless otherwise provided in a collective bargaining agreement, to inspect the employee's personnel records as provided in this section. The employer shall provide the employee with the opportunity to inspect the employee's personnel records within 7 working days after the employee makes the request for inspection. The inspection shall take place at a location reasonably near the employee's place of employment and during normal working hours. If the inspection during normal working hours would require an employee to take time off from work with that employer the employer may provide some other reasonable time for the inspection. In any case, the employer may allow the inspection to take place at a time other than working hours or at a place other than where the records are maintained if that time or place would be more convenient for the employee.

(3) Personnel Record Inspection By Representative

An employee who is involved in a current grievance against the employer may designate in writing a representative of the employee's union, collective bargaining unit or other designated representative to inspect the employee's personnel records which may have a bearing on the resolution of the grievance, except as provided in sub. (6). The employer shall allow such a designated representative to inspect that employee's personnel records in the same manner as provided under sub. (2).

(4) Personnel Record Correction

If the employee disagrees with any information contained in the personnel records, a removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The employer shall attach the employee's statement to the disputed portion of the personnel record. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a 3rd party as long as the disputed record is a part of the file.

(5) Medical Records Inspection

The right of the employee or the employee's designated representative under sub. (3) to inspect personnel records under this section includes the right to inspect any personal medical records concerning the employee in the employer's files. If the employer believes that disclosure of an employee's medical records would have a detrimental effect on the employee, the employer may release the medical records to the employee's physician or through a physician designated by the employee, in which case the physician may release the medical records to the employee or to the employee's immediate family.

(6) Exceptions

The right of the employee or the employee's designated representative under sub. (3) to inspect their personnel records does not apply to:

- a. Records relating to the investigation of possible criminal offenses committed by that employee.
- b. Letters of reference for that employee.
- c. Any portion of a test document, except that the employee may see a cumulative total test score for either a section of the test document or for the entire test document.
- d. Materials used by the employer for staff management planning, including judgments or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the employer's planning purposes.
- e. Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
- f. An employer who does not maintain any personnel records.
- g. Records relevant to any other pending claim between the employer and the employee which may be discovered in a judicial proceeding.

(7) Copies

The right of the employee or the employee's representative to inspect records includes the right to copy or receive a copy of records. The employer may charge a reasonable fee for providing copies of records, which may not exceed the actual cost of reproduction.

4.05 Other Records

In addition to the information specified in 4.03(2) the village administrator may keep the following records:

- (1) Time of beginning and ending of work each day.
- (2) Total number of hours worked per day and per week.
- (3) Rate of pay and wages paid each payroll period.

4.06 Public Inspection

The public inspection of personnel records shall be governed by Wisconsin State Statutes §19.

4.07 Destruction of Records

Employment records relating to employee hire dates shall be kept permanently. Payroll records shall be kept for ten years. The village administrator may destroy other records, including correspondence, according to chapter 2.04 of the village municipal code.

4.08 Reports

The village administrator shall provide the village board with appropriate reports and information relating to personnel actions as the law allows.

CHAPTER 5 Position Classification and Compensation

5.01 Authority

- (1) The village board shall be responsible for the creation of any and all classified positions.
- (2) The village administrator shall be responsible for developing, maintaining, administering, and making recommendations to the classification and compensation plans. This shall include: establishing specific rules and procedures and overseeing the day-to-day administration of the plan; implementing any salary adjustments approved by the village board; and certifying the compliance of any such adjustments with the established rules and procedures. The village administrator shall also be responsible for preparing recommendations and cost analyses to support any proposed revisions to the compensation plan.

5.02 Table of Organization

The Village of North Fond du Lac, Table of Organization, as reviewed and adopted as part of the annual village budget, shall serve as official documentation of the authorized number and classification of all positions within the village organization. The table of organization shall identify the title and status of each classified position and shall be maintained and updated by the village administrator. It shall also set forth the functional relationship of positions within the organizations structure.

5.03 Creating, Adding, Deleting Positions

- (1) The village board shall, by formal action, approve the creation, addition, or deletion of positions as set forth in the table of organization.
- (2) Any proposed action to create a position shall contain the position title, its proposed classification and position description, the rationale for its creation, and all anticipated salary, fringe benefit and other related costs. The village board shall consider the recommendation of the village administrator and the requesting department head prior to taking action.
- (3) The village board may delete vacant positions at any time but shall consider the recommendation of the village administrator and the affected department head prior to abolishing any position.
- (4) The village board may lay off employees without the elimination of a position.

5.04 Position Classification

Each position within the village organization shall be classified as represented or non-represented according to one of the basic categories described in section 2.24. All position classifications, wherever used throughout this manual, are intended to apply to the status of the position and not to that of the employee.

5.05 Position Descriptions

- (1) The village administrator shall oversee the development and modification of position descriptions for all classified positions and shall maintain current position descriptions for all positions within the village organization. Copies shall be made available to any individual upon request.
- (2) In the event that the permanent duties of a position change sufficiently to justify a reclassification, the village administrator shall prepare a job description for the new class and present a recommendation to the village board for action.

5.06 Reorganization of Department

Each time a department or division is proposed to be reorganized, a new table of organization and position descriptions for all affected employees shall be submitted to the village board for review and approval as a part of such reorganization.

5.07 Review of Position Classification Plan

- (1) As often as may be appropriate, the village administrator shall review the classification plan to insure that the plan accurately reflects existing position responsibilities. The village administrator may require departments or employees to submit position descriptions when vacancies occur or any time there is reason to believe that there has been a significant change in the duties and responsibilities of one or more positions.
- (2) The village administrator shall recommend to the village board whatever action is appropriate to amend and update the classification plan.

5.08 Compensation Plan

- (1) The compensation plan shall be directly related to the classification plan and shall be based on the principle of equal pay for equal work. For classified positions, the compensation plan shall include the schedule of pay ranges consisting of minimum and maximum rates of pay and the intermediate pay steps for all classes of positions.
- (2) The objectives of the compensation plan are:
 - a. To provide a competitive salary structure in order to enhance the recruitment and retention of a competent work force;
 - b. To provide consistent internal salary equity and appropriate pay differentials for employees based upon comparable levels of responsibility, job performance, and length of service with the village;
 - c. To encourage superior job performance by providing appropriate pay incentives to employees based on performance and length of service.

5.09 Determination of Pay Ranges

- (1) Pay ranges within the compensation plan shall be determined with regard to such factors as: uniformity of pay for each class; relative difficulty, complexity, and responsibility of work; recruiting experience; and prevailing rates of pay for similar jobs in public and private employment.
- (2) Pay ranges shall be assigned to each class on an annual basis by the village board.

5.10 Initial Pay Rate

Upon hire, each employee shall be advised in writing as to his beginning salary. The beginning salary shall be within the salary range established for the position and shall normally be the minimum rate in the range. A department head may recommend that a particular appointment be made above the entrance pay rate to recognize exceptional qualifications or experience or for competitive recruitment reasons. Such requests must be made in writing and approved in advance by the village administrator and the village board.

5.11 Wage Progression

- (1) Each employee shall be eligible to receive a salary adjustment to the next higher step in the salary range for his position at specified intervals. To qualify for a step adjustment an employee must have received at least an acceptable job performance rating in their last performance evaluation. Any scheduled step adjustment may be withheld or reduced in amount when performance shortcomings or other compelling circumstances warrant. Where performance shortcomings are extreme and have persisted for two or more consecutive step adjustments, employees may be subject to a downward salary adjustment.
- (2) The village board shall be informed of and provided an opportunity to discuss recommended salary step adjustments that are withheld or reduced for all non-represented employees and for represented employees when no union contract provision applies prior to their implementation.

(3) Except for employees whose salary was temporarily red-lined when grandfathered into the compensation plan, no employee shall receive less than the minimum or more than the maximum rate of his pay range.

5.12 Merit Adjustments

Under the compensation plan, employees in certain positions can only progress to the top step of their pay ranges by receiving merit adjustments. Such merit adjustments shall be decided by the village board based upon the written recommendation of the village administrator and the department head.

5.13 Compensation Schedule for Unclassified Positions

The village board shall establish salary and wages for part-time, limited term, seasonal and paid on-call positions.

5.14 Other Pay Rate Adjustments

The following actions shall affect the pay status of an employee:

(1) Transfer

When an employee is transferred from one class to another with a common pay range, the employee shall continue to receive the same pay rate unless a different rate is deemed appropriate by the village board.

(2) Promotion

When an employee is promoted to a position having a higher job content, the employee shall be eligible for a salary adjustment upon promotion. The terms and conditions, and amounts of any such promotional adjustment shall be approved by the village board and shall be offered to, and accepted by, the employee in writing prior to the effective date of the promotion.

(3) Demotion

When an employee demotes to a position having a lower job content, the employee shall receive the current salary rate in effect in the new job classification, commensurate to the employee's overall years of continuous service.

(4) Reinstatement

When an employee is reinstated to their former job, the employee shall normally be paid at the same pay step the employee had before leaving. When the employee is reinstated to a job with a lower pay range, the village board shall determine a new pay rate in accordance with the employee's experience and qualifications.

(5) Compensation During Temporary Appointment

An employee who is temporarily appointed additional duties for a period of 30 calendar days or more may be paid at a higher rate beginning on the first day of the period if deemed appropriate by the village administrator. Such higher rate will be the wage step on the wage scale for the higher rated commensurate with their years of service. An employee may be temporarily appointed to a position with a lower pay range without a reduction in pay. A temporary appointment shall not normally exceed six months in duration.

(6) Reclassification

In the event a position is reclassified, the village board shall determine whether the new class should be assigned to a different pay range and, if so, at what step within the pay range the incumbent should be placed.

(7) Special Adjustments

The village board may authorize special salary adjustments for individual employees for the purposes of enhancing internal equity or effectively responding to current labor market conditions requiring immediate action.

CHAPTER 6

Recruitment and Selection

6.01 Policy

It shall be the policy of the village to recruit and select the best qualified persons for positions with the village. The village administrator shall oversee an active recruitment and selection program designed to meet the current and projected village staffing needs.

6.02 Equal Opportunity

It is the official policy of the village to provide equal employment opportunities for all qualified and qualifiable persons without regard to their race, color, creed, ancestry, national origin, age, sexual orientation, arrest or conviction record, marital status, membership in the military reserve, disability, or political affiliation. This equal employment opportunity applies but is not limited to recruitment procedures, selection and placement, promotions, testing, training, job descriptions, compensation, layoff and recall, disciplinary action and termination. The village shall, however, only hire individuals who are legally authorized to work with proper documentation.

6.03 Methods

(1) Vacant positions may be filled using one or a combination of the following methods: open competitive process, promotion, demotion, transfer, reinstatement.

(2) Promotional and internal transfer opportunities for existing personnel shall be actively encouraged and may, where appropriate, be relied upon exclusively instead of outside recruitment in order to enhance the retention of skilled personnel and to advance the village's affirmative action commitments. Accordingly, present employees may be given preferential consideration in the filling of vacant positions whenever such employees are found to be qualified and available as determined by the village.

(3) Sworn officers of the police and fire departments shall fall under the jurisdiction of the police and fire commission and Wis. Stats. 62.13 in the open competitive process.

(4) Recruitment and selection for union positions shall be according to the terms of the current contract.

6.04 Recruitment Procedures for Regular Full-time and Part-time Positions

The village administrator shall oversee the recruitment of candidates for all village positions for which no immediate internal promotion or transfer is authorized. The recruitment program shall be designed to meet the current and projected personnel needs of the village, shall be tailored to each individual position to be filled, and shall be directed to sources likely to yield qualified applicants.

(1) Provisions of the union contracts as they apply will supersede the guidelines found herein.

(2) Job Announcements

All vacancies for which recruitment has been authorized shall be simultaneously announced via internal posting on village bulletin boards for a period of five days and in other public places. All vacancy announcements shall include the position title, department, salary range, and working conditions.

(3) Paid Advertisements

The village administrator may authorize the use of paid newspaper and other media advertisements in the recruitment process. For a limited number of positions requiring a level of skill and experience not readily found locally, the use of statewide or national publications and professional journals may be authorized.

(4) Application Form

All applications for employment shall be made on forms prescribed by the village administrator and shall meet state and federal requirements. Applicants may be required to provide proof in verification of application statements made.

(5) Rejection of Application

The village administrator or department head may reject any application for employment. The basis for rejection may include but is not limited to the following reasons:

- a. Has not properly completed or has falsified the application.
- b. Has been convicted of a substantially related crime which renders the applicant unsuitable for the

position.

- c. Does not meet, or will not meet at the time of placement, the required minimum age for the position.
- d. Has an unsatisfactory employment record which indicates unsuitability for the position.
- e. Applies after the published deadline for application submission.
- f. Is physically or mentally unable to perform the essential functions of the position, and such inability cannot be reasonably accommodated by the village without creating an undue hardship.
- g. Does not meet the minimum qualifications established for the position.
- h. Based on other job-related factors, is found to be clearly unsuitable for the position for which he has applied.

(6) Notice of Rejection

Whenever an applicant has applied for a current vacancy and is rejected, notice of such rejection shall be promptly notified to the applicant.

6.05 Selection

The selection process shall assess those attributes necessary for successful job performance. The process will be designed to maximize the reliability, objectivity, and validity of the results.

(1) Selection Process

The village administrator shall be responsible for determining methods to be used to screen applicants for job vacancies. In developing the selection devices, the administrator shall confer with department heads, consultants, and others familiar with the knowledge, skills and abilities required and devices to best measure these factors. Such methods or devices shall include an interview and may include, but need not be limited to, one or more of the following:

- a. Review of education, training and experience as shown on the application.
- b. Practical written or oral tests, work samples, performance tests, or assessment centers.
- c. Physical tests of strength, stamina or dexterity, where applicable.
- d. Pre-employment physical and mental health examinations, including drug screening.
- e. Background and reference inquiries.
- f. Police records check as it applies to section 6.04 (5)(b) of this manual.

(2) Confidentiality

All persons participating in the development and maintenance of selection materials shall exercise every precaution to ensure the highest level of integrity and security. Only the village administrator and individuals designated by the administrator shall handle confidential selection materials.

(3) Notification of Applicants

Each person competing in the selection process shall be given a written notice of their status within a reasonable time of the completion of the process.

6.06 Limited Term Appointments

(1) Seasonal Employees

Recruitment and selection of seasonal employees shall follow the procedures outlined in this chapter.

(2) Emergency Appointment

Whenever there is a need to fill a vacancy and a list of eligible candidates is not available, the village board may authorize filling the vacancy by emergency appointment until proper recruitment can take place.

(3) Temporary Appointment

The village board may authorize the appointment of a qualified individual on a temporary basis when the need exists. All departments shall coordinate their temporary staffing needs through the village administrator so the administrator can review the feasibility of temporary job sharing between departments.

(4) Persons Hired Under Federal or State Manpower Programs

No persons shall be hired under Federal or State Manpower Programs without prior approval of the village board. Persons employed under such programs are considered limited term employees as defined by section 2.22 and are not considered regular village employees unless specific action is taken to appoint such employee

to a regular village position after the employee has been duly certified as eligible for such employment by the village administrator.

6.07 Interview Expenses

All applicants invited to participate in the village's selection process will do so at their own expense. The village board may elect to reimburse an applicant for reasonable expenses incurred for travel, meals, and overnight accommodations.

6.08 Relocation Expenses

The village may participate in the cost of moving new employees appointed as administrator, department heads, and other selected positions. The extent of the village's participation in such costs shall be determined by the village board on a case-by-case basis.

(1) Moving Expenses

- a. The allowable reimbursement for moving expenses shall not exceed the cost of packing, moving and unpacking the furniture, appliances and personal effects of the employee and his family.
- b. Moving costs for some items shall not be included unless specifically authorized by the village board. These items include but are not limited to motor vehicles, trailers, recreational vehicles, and boats.

CHAPTER 7 General Conditions of Employment

7.01 Employment Status

(1) All non-represented employees and for represented employees when no union contract provision applies are considered to be "employed at will". This means that there exists no contractual employment relationship between the village and the employee, either expressed or implied, and that such employment relationship may be terminated at will by either the village or the employee, subject to other provisions of this manual and Wis. Statute Section 17.

(2) Exceptions to this may include the village administrator and department heads, where employment contracts may be necessary and those police department employees and municipal court employees governed by Wisconsin Statutes or other provisions of a collective bargaining agreement.

7.02 Public Service Mission

Each employee of the village is expected to deal with the public at all times in a prompt, polite, and helpful manner.

7.03 Medical Examinations

(1) Applicants for village positions may be required to undergo a pre-employment medical examination, including a drug screen, and/or a psychological examination by a physician of the village's choosing.

(2) In designated positions, an annual medical examination may be required. Such exams shall measure the individual's physical capabilities in terms of the job to be performed.

(3) Applicants for positions in the public safety departments shall be required to take a pre-employment physical.

(4) The village shall pay the cost of any examination which it requires of an applicant or employee.

7.04 Background Check

(1) Prior to employment, a check of prospective employees shall be conducted. The information resulting from the background check will be reported to the village administrator and department head, or when applicable to the village board, prior to hiring.

(2) The village may, at any time during the term of employment, check motor vehicle records on all employees for the purpose of determining suitability to operate village owned vehicles.

7.05 Verification of Employment Eligibility

Federal law requires that, within three days following the start of employment, all new employees must provide evidence of identity and of eligibility to be employed in the United States. Such evidence may be established by providing one or more acceptable documents from a prescribed list maintained by the deputy clerk.

7.06 Work Permit

- (1) Part-time or seasonal employees who have not reached an age specified by state law are required to have a work permit issued by the State of Wisconsin.
- (2) A department head intending to employ an individual requiring a work permit, or another official acting on behalf of the village, will need to provide the prospective employee with a letter stating the village's intention to employ the minor, the title of the position in which the minor will be hired, and a description of the duties that will be performed in the position. An application must be approved and a work permit issued before a minor may begin work as a village employee.

7.07 Residency

- (1) Residency is strongly encouraged for all village employees.
- (2) Employees of the police department, fire department, DPW on call and EMS department shall abide by the response time requirements established by their respective department policies to ensure a timely response in emergency situations.

7.08 Outside Employment

- (1) A person's full-time employment with the village shall be considered the employee's primary employment. Full-time village employees are discouraged from holding outside employment if the nature of that employment would:
 - a. Impair an employee's ability to perform assigned tasks in a safe, efficient, and timely manner.
 - b. Create a conflict of interest.
 - c. Reflect adversely on the village as a unit of government.
- (2) Full-time village employees contemplating outside employment are required to notify their department head before accepting an offer of outside employment.
- (3) No person shall hold more than one full or part-time village position at the same time without the consent of the village board. This prohibition shall not apply to ~~volunteer~~ paid on-call positions.
- (4) All fees, gratuities, honorarium or any other form of compensation for outside services performed during normal village working hours or while being paid by the village shall be turned over to the village and any such activities for which such compensation is paid shall be reported to the village administrator. This subsection shall not be construed to apply to activities performed after regular work hours, while an employee is on a bonafide vacation or floating holiday, or to part-time employees except during those times when they are actually performing services to the village, and it shall not apply to the reimbursement of actual and necessary expenses occurring under such circumstances. Failure to comply with these conditions shall be considered grounds for immediate dismissal.

7.09 Liability

- (1) Public employees, elected officials, and appointed officials may be held liable for acts they perform or fail to perform in their official capacity. The village carries professional "errors and omissions" liability insurance on its employees and officers. Generally speaking, if an employee is found liable and required to pay damages, the costs will be paid by the insurer.
- (2) There are instances, however, in which a court may require a public employee or official to pay damages, fines or forfeitures for which the individual may not claim reimbursement from either the employer or the insurer. Violations of the Wisconsin Open Meetings Law and the Public Records Law are two such instances.
- (3) Most legal actions claiming liability on the part of a village employee or official will usually be handled by the village attorney, although in some instances special counsel may be hired to represent the village. A village employee or official has the right, however, to seek representation by legal counsel of his choice at his own

expense.

7.10 Lockers

Lockers are provided as a convenience to some employees who are required to change and/or dress at work. These lockers are owned by the municipality and are subject to search at any time.

7.11 Carrying of Fire Arms in Village Owned Buildings and On Village Property

(1) Per Wisconsin State Statute 941.235 no person shall carry a firearm or possess a firearm while on or in a village owned or leased building or vehicle.

(2) This does not apply to police officers or armed forces or military personnel who go armed in the line of duty or to any person duly authorized by the chief of police of any city, village or town, the chief of police or the sheriff of any county to possess a firearm in any village building.

7.12 Return of Village Equipment

Employees leaving village employment must return all assigned uniforms, keys, tools and equipment on or before their last day of work. Failure to do so may result in the village seeking recourse to the full extent of the law under Wis. Stat. §103.455.

CHAPTER 8 Changes in Employee Status

8.01 Union Contracts

The provisions of union contracts for WPPA/SORD, WPPA/LEER and IAFF take precedence for represented employees in all matters presented herein.

8.02 Introductory Period

(1) Purpose

The purpose of the introductory period is to evaluate the employee's ability to perform the assigned work in a satisfactory manner. It is expected that the department head will explain at the time of hire how the employee's introductory performance will be evaluated and that periodic performance evaluations will be conducted and shared with the employee during the introductory period. The introductory period does not alter the at-will status of employment.

(2) Duration

- a. All non-represented employees and for represented employees when no union contract provision applies appointed to regular positions will serve an introductory period of one year. An introductory period may be extended for up to six (6) months if the village administrator approves the extension.
- b. Time worked in a paid on-call, limited term, or part-time position will not be credited against the required introductory period.
- c. Introductory periods for represented employees will conform to the terms of their union contract.
- d. Upon successful completion of the introductory period, the employee may be granted seniority rights and eligible benefits from the employee's most recent date of hire.

(3) Dismissal During Introductory Period

- a. Introductory employees may, with administrator approval, be dismissed at any time prior to the completion of an introductory period. The employee will be notified in writing of the decision and the effective date of termination. The village is not required to show cause for dismissing an introductory employee.
- b. Employees who do not complete at least six (6) months of their introductory period will not receive compensation for vacation, floating holiday, or sick leave credits earned during the introductory period.

(4) Regular Status

- a. Regular status shall begin on the first work day following successful completion of the introductory

period.

- b. An employee shall automatically be placed on regular status at the end of the employee's prescribed introductory period unless the probation has been extended or the employee has been notified of the unsuccessful completion and has been dismissed.
- c. The performance of all department heads and the administrator will be reviewed by the village board prior to the end of the introductory period.

(5) Effect of Transfer or Promotion

A regular employee who transfers to or is promoted to a different position shall be required to serve a full introductory period in the new position.

8.03 Conversion to Part-time Status

Employees in regular full-time positions who convert to regular part-time status shall retain sick leave and vacation benefits earned previously, but shall accumulate said benefits in the future in accordance with the fringe benefit policy for part-time employees.

8.04 Transfers

An employee in good standing may request in writing to be considered for transfer to another comparable vacant village position for which the employee is qualified. Such request should be made to the village administrator. A transfer shall not be regarded as permanent until the employee has successfully completed the prescribed introductory period. The employee may use earned sick leave, vacation and other benefits during this period. If the work adjustment of the transferred employee is not regarded as satisfactory, the village board, at its discretion and the recommendation of the administrator, may agree to the return of the employee to his former department if a vacant position is available for which the employee is qualified.

8.05 Promotions

A regular employee who is promoted to a different position may ask to be reinstated in their previous position if the employee fails to or chooses not to complete the introductory period required of the new position if the previous position is still available.

8.06 Demotions

Demotions may be voluntary, may be used as a disciplinary measure according to chapter 13 of this manual, or may be made by the village in lieu of lay-off.

8.07 Work Week Reductions

The village board may elect to utilize work week reductions in lieu of layoffs for non-represented employees and represented employees will conform to the terms of their union contract. Persons assigned to reduced work week in lieu of layoff shall have their salaries administered on a prorated basis effective from the date of work week reduction.

8.08 Layoffs

The layoff of one or more village non-represented employees and for represented employees when no union contract provision applies could occur as determined by the village. Layoffs for represented employees shall be structured in accordance with union contracts. Village board approval will be necessary to affect any layoffs.

(1) Method for Layoffs of Non-Represented Employees and for represented employees when no union contract provision applies.

- a. When the village board has determined that employee layoffs are necessary, each employee affected will be notified by a letter citing the reason for the layoff and the effective date. The letter will be delivered in a way that insures its receipt by the employee a minimum of five working days in advance of the date a layoff takes effect and will summarize the employee's rights and benefits. Each employee designated for layoff will be counseled by the village administrator, given an opportunity to ask questions concerning the exercise of rights summarized in the letter, and provided

assistance in obtaining any benefits to which the employee may be entitled.

- b. Laid off employees shall continue on the payroll beyond the date of layoff until all earned and accrued vacation and floating holidays benefits are exhausted. Laid off employees shall not be eligible to use accumulated sick leave during the period of layoff.
- c. Employees laid off shall be eligible to continue their participation in the group health insurance programs in accordance with State and Federal laws. Continued participation shall be contingent upon the terminated employee paying the full monthly premium for such coverage and if current health insurance provider allows for continued participation.
- d. Laid off employees shall not accrue sick leave or vacation credits during any full month of layoff, but shall retain all past sick leave accumulations for possible use following recall from layoff, and shall retain seniority for vacation accumulation purposes following recall.
- e. Laid off employees may continue their participation in other insurance programs at their expense for up to eighteen months following the first day of the month following the date of layoff, in accordance with the terms established under the various insurance programs.

8.09 Recall From Layoff

(1) Laid off employees may be given preferential treatment in recall and/or placement in other appropriate vacancies based upon their demonstrated abilities and past performance.

(2) It is the responsibility of laid off employees to keep the village administrator apprised of their current address and telephone number so that recall or other placement activities may be effectively handled. Any employee failing to do so may be considered to have forfeited his recall or other placement rights.

(3) Any employee recalled from layoff shall report for work as soon as possible following the date of recall notice, but no later than seven days therefrom. An employee who fails to report for work within the recall period shall be considered to have voluntarily terminated his employment. Exceptions to the work return requirement may be made at the discretion of the village administrator for medical or other compelling circumstances.

(4) The salary assigned to an employee appointed to fill a vacancy other than his former position shall be within the salary range established for the vacant position.

(5) Laid off employees who have not been recalled to their former positions or placed in another appropriate position within a period equal to their length of service but not longer than one year from their date of layoff, shall be considered to be terminated from village employment.

(6) In the event that other appropriate employment is offered by the village to a laid off employee, the employee is obligated to accept such employment in order to retain his employment status with the village. Refusal of such employment shall be considered to constitute a voluntary termination of employment.

8.10 Termination

(1) Notification

- a. Employees planning to voluntarily terminate their employment with the village are to notify their department head as far in advance as possible, but not less than two weeks prior to their last day on the job. Vacation may not be taken as part of a required two week termination notice unless authorized by the administrator or department head.
- b. Terminating department heads and others holding supervisory or management positions shall be expected to provide an advance notice of four weeks to insure continuity of village operations.
- c. Persons dismissed or involuntarily terminated from employment shall not normally receive advance notice of termination.
- d. Failure to notify the employer according to the guidelines above may result in a loss of vacation.

(2) Acceptance

- a. Once a resignation has been submitted, it cannot be withdrawn except upon mutual agreement of the employee, the department head, and the village administrator.

- b. Employee terminations shall be acknowledged by the village board.

(3) Eligibility for Fringe Benefit Payouts

- a. Voluntary Termination. Persons retiring for the purpose of establishing eligibility for annuity payment under the Wisconsin Retirement System and/or Social Security (including disability retirement annuity benefits), and employees voluntarily terminating their employment after a minimum of six months of service, shall be eligible for full payment for any accrued vacation time, and unused compensatory time and sick time according to the appropriate provisions of this manual. Accrued vacation time shall include pro-rated credit for time worked to the point in the year that the termination is effective. Such payments shall be made at the rate of pay in effect as of the employee's last day of work on the job.
- b. Dismissal
 1. Persons involuntarily terminated (dismissed) from village employment for misconduct shall be ineligible for any form of termination pay other than payment for regular time worked.
 2. Persons involuntarily terminated (dismissed) for reasons other than misconduct may be eligible for a payout of accumulated benefits.

(4) Reduction of Fringe Benefit Payouts

- a. Benefit payout provisions (if any) will be reduced or eliminated for persons who fail to provide adequate notice of termination, unless a waiver is granted by the village administrator.
- b. Terminating employees must turn in all keys, uniforms, tools, equipment, and other village properties in their possession to their supervisor or other designated personnel as directed.

(5) Health Insurance Continuation

Persons terminating their employment for any reason shall be eligible to continue their participation in the village's group health insurance program in accordance with state and federal laws. Continued participation shall be contingent upon the terminated employee paying the full monthly premium for such coverage and if current health insurance provider allows for continued participation.

(6) Retirement System Contributions

Treatment of an employee's contributions to the Wisconsin Retirement System will be determined by options open to municipal employees under applicable state statutes and administrative rules in effect at the time of termination.

(7) Exit Interview

- a. Purpose

An exit interview is used to gain insight into the effectiveness of village personnel and managerial practices, to determine where personnel policies and procedures are in possible need of review or revision, and to determine where supervisor or managerial practices need modification or improvement.
- b. Conducting the Exit Interview

When desired, an exit interview may be conducted with an employee who is leaving village employment regardless of his length of service, position, or circumstances of separation. The employee will be given the opportunity to fill out an exit comment form or an audience with a member of the management staff.

 1. Other than the employee's direct report, the village administrator or the employee's designee shall conduct interviews with employees leaving village service to determine if separation is in any way related to personnel practices, type of supervision, misunderstanding or whether separation is for personal reasons.
 2. Department heads shall notify the village administrator as soon as they learn that one of their employees is leaving. The village administrator, or the employee's designee, shall then schedule a time and place for the exit interview which normally would occur during the employee's last day of work. The person conducting the interview shall summarize, with a document, the outcome of the interview and provide it to the administrator.

CHAPTER 9 Performance Evaluations

9.01 Purpose

(1) Performance evaluation reports shall be considered in decisions affecting placement, salary adjustment, overtime assignments, promotions, discipline, demotions, dismissal, order of layoff, re-employment, and training for employees to the extent that the law allows.

(2) The objectives of performance evaluations include:

- a. To determine whether or not an employee is meeting the expectations of the village.
- b. To stimulate improved performance on the part of each employee, as well as better performance on the part of work units.
- c. To provide employees and their supervisors with an opportunity to periodically discuss work-related problems and to work out solutions.
- d. To provide the village an objective basis for deciding matters concerning retention, promotion, or wage increases, where applicable.
- e. To provide a documented source of information about an employee's past performance if a decision needs to be made concerning discipline or dismissal.

9.02 Administration

The village administrator shall be responsible for the overall administration of the employee performance evaluation program and shall advise and assist employees, raters, and department heads to insure that performance evaluation procedures are handled according to the provisions of this chapter. Each employee shall be evaluated at the following periods.

(1) Introductory Period

Each employee may be evaluated more often during his introductory period.

(2) Annual

- (a) Each employee shall receive at least one written performance evaluation each year.
- (b) Each employee shall sign off as having reviewed the Village Personnel Manual annually.

(3) Limited Term Employees

For purposes of deciding eligibility for potential re-employment, a performance evaluation is to be completed for each limited term employee before leaving village employment.

(4) Special

A special performance evaluation shall be completed:

- a. Whenever there is a significant change in the employee's performance;
- b. Whenever the department head or the village administrator believes it is necessary to have a review done of any employee's performance.
- c. At the request of the employee.

9.03 Evaluator

The evaluator shall normally be the employee's immediate supervisor. The evaluator shall be responsible for completing a performance evaluation report at the time prescribed for each employee under his supervision.

9.04 Review of Performance Reports

Supervisors serving as evaluator shall review all performance reports with department heads before discussing the report with the employee, and before the report is filed in the employee's personnel file folder.

9.05 Evaluation Procedures

The evaluator will discuss the evaluation with the employee in private. The intent of the evaluation is to assist the employee in better understanding what is expected and how the employee is measuring up to those expectations. The supervisor shall encourage free discussion and genuine two-way communication so that the employee feels

regarding past performance and how any indicated improvement can be achieved. Specific improvement goals shall be established and recorded, including any recommended training needs.

Each employee will be shown the completed evaluation form after it has been signed by the evaluator and then asked to acknowledge the evaluation by signing and dating the completed form. A copy of the signed evaluation form will be given to the employee. A copy of the completed, signed evaluation will also be made part of the employee's personnel file.

9.06 Employee Appeal

An employee who believes that his performance evaluation is biased or unfair may enter a separate written statement to be attached to the form per section 4.04(4) of this manual. Both the evaluation form and any statement that is attached will be retained as part of the employee's personnel file.

CHAPTER 10 Training and Development

10.01 Purpose

Employee training and development programs are seen as important functions of the village organization. The purposes of such programs are to increase and improve the knowledge, proficiencies and skills of village personnel in order to keep them abreast of current developments in their occupational fields, to provide for career growth and advancement opportunities within the village organization in accordance with affirmative action goals, and to improve the quality of services provided to the public.

10.02 Village Administrator

The village administrator shall be responsible for the overall development and coordination of employee training and development programs. The administrator shall:

- (1) Assist department heads in designing and implementing employee training and development programs to meet the current and future needs of their department and to increase employee efficiency.
- (2) Conduct or coordinate employee training and development programs to meet the common needs of all departments.
- (3) Ensure that all employees are informed of and receive equal consideration for training opportunities that are available to them and encourage their participation in programs that may enhance their potential for career enhancement and professional growth.
- (4) Foster a program for the cross training of employees when such training assignments are in the best interest of the village.
- (5) Periodically analyze and evaluate the overall training and development needs of employees within the village.
- (6) Maintain current information and materials on job requirements, training opportunities, employee development manuals, and other employee training and development literature.
- (7) Maintain a record of all training conducted and insure that all authorized employee training and development programs are properly administered.
- (8) Direct that employee personnel files are updated upon successful completion of any employee training and development activity to insure equitable consideration for placements, transfers, and promotions.

10.03 Department Heads

Department heads shall provide active leadership in the development and the advancement of employees under their supervision and shall:

- (1) Cooperate with the village administrator to determine current and future employee training and development needs.
- (2) Suggest to the village administrator any particular training that would be helpful to employees in their departments.
- (3) Cooperate with the village administrator in organizing programs and encouraging employees to attend training sessions.

- (4) Assist in assessing the effectiveness of employee training programs and make recommendations for improvement and modifications.
- (5) Grant employees sufficient time to participate in training programs provided that such participation does not unduly interfere with the necessary operations of the department.

10.04 Employee Orientation Program

The village administrator shall develop a program outline to orient new employees to the village work force.

(1) Village Administrator

On the first day of employment, or as soon as possible during the first pay period, new employees will meet with the village administrator or the administrator's designee who shall advise them of all general conditions of employment, including hours of work, fringe benefits, pay and pay periods, village rules, privileges and responsibilities. All required forms such as tax withholding, insurance enrollments, etc., shall be completed and signed and relevant benefit descriptions furnished.

(2) Department Heads

The department head shall orient each new employee to the conditions related to the job and work site. Such orientation shall include introductions to fellow workers, work standards, safety regulations, break periods, supplies, etc.

10.05 In-service Training

Some departments of the village require special in-service training, and such training may be offered and/or coordinated by individuals assigned that responsibility with the departments. Department heads shall keep the village administrator informed of such programs and to keep personnel files up to date.

10.06 Continuing Education and Training

(1) Changes in job requirements, individual responsibilities or technology may warrant the village providing assistance to employees who need to improve or develop new job-related knowledge and skills. To this end, the village may pay the cost of tuition, required texts, laboratory materials and other fees associated with accredited programs of instruction. A full-time, regular part-time, part-time, and paid on call employee may be eligible for reimbursement of these costs if:

- a. The course of instruction is directly related to the specific job functions performed by the employee and is approved by the department head and the village administrator before registering for the class.
- b. The employee provides evidence of successful completion of the course with a passing grade and of having paid in full the course related expenses for which reimbursement is being requested.
- c. The employee is not eligible for full reimbursement of costs from any other source. (In the event partial reimbursement is received from another source, the village may pay the difference between the amount received and the full cost of the program.)
- d. Full-time, regular part-time, part-time, and paid on call employees are eligible to receive up to 50% of the cost of tuition and books for those who seek a degree or certification from an accredited institution in a field substantially related to the employee's employment with the village and who agrees to the terms spelled out in section (e.) below. If an applicant is in the process of obtaining a certification or degree when hired, they may be entitled to 25% of the cost of tuition, books, tests and registry exams for the current enrolled classes with the approval of management.
- e. An employee who wishes to pursue a degree from an accredited institution and who seeks to take advantage of the village's tuition contribution policy shall agree in writing prior to requesting tuition contribution, to reimburse one half of the total cost of tuition if the employee fails to receive their degree in the time allotted by the institution for the receipt of the degree. Further, the employee agrees to reimburse the village for all tuition contributions received within the previous twenty-four months if the employee leaves village employment.
- f. An employee who is part of the EMS or Fire Department may be eligible for reimbursement of expenses for a valid expenditure for equipment, supplies, training, and other related items for exclusive use by or

for the department. Recertification expenses are 100% reimbursable. EMS and Fire Department employees who have been reimbursed for education and training, must be active members for a period of two years or the employee agrees to reimburse all tuition contributions that were received from the Village within the previous twenty four months. Active members is defined in the Standard Operating Guidelines manual for the Fire and EMS Department.

Workshops, institutes or similar programs of instruction may also be attended if the purpose in attending them is to improve or develop new job-related knowledge and skills. For purposes of reimbursing the costs involved, the policies governing attendance at conferences and conventions will apply.

If, as a condition of participation in programs for required continuing education and training, a regular full-time village employee can only attend a program on days and during hours that they are normally scheduled to work, the employee will be provided with the necessary time off to attend and need not take vacation time or administrative leave.

10.07 Conferences and Conventions

Village employees are encouraged to attend conferences and conventions if attendance is expected to significantly add to their job related knowledge and skills.

Attendance at conferences in any other states than Wisconsin require the approval of the village administrator.

To the extent possible, department heads will be expected to anticipate and plan for attendance at conferences and conventions as part of their proposed operating budget. Reimbursable costs that should be reflected in projected costs include travel or mileage costs, conference or convention registration fees, meals, lodging expenses, parking and toll fees.

In considering individual requests to attend a conference or convention, first priority will be given to conferences and conventions sponsored by Wisconsin associations representing local government interests or similar programs for local government employees conducted by other organizations in Wisconsin or the adjoining states. Second priority will be given to conferences and conventions that are national in character and conducted outside Wisconsin or the adjoining states.

10.08 Trade/Professional Associations

The village may pay membership dues for administrative and technical personnel to join job related trade/professional organizations when such membership is reasonably expected to advance their professional development.

CHAPTER 11 Safety

11.01 Village Administrator

The village administrator shall be responsible for establishing and maintaining a village-wide safety program aimed at prevention of accidents and injuries. This will include, but not be limited to, safety inspections, accident investigations, safety rule development, safety training, records management, and safety enforcement.

11.02 Department Head

Each department head is responsible for the safety of work under the department head's direction. This shall include, but not be limited to the following: providing employees with a safe working environment; ensuring compliance with federal, state and village standards within their department; ensuring that their employees receive proper safety instruction in the performance of their jobs; supplying appropriate protective equipment; and seeing to it that employees perform their jobs with regard for their own safety and for the safety of others.

11.03 Employee

Each village employee is responsible for performing his job with every possible regard for his own safety and for the rights and safety of others. To ensure safe operation of Village vehicles and equipment, each Village employee must comply with all federal and state laws and village safety standards.

11.04 Reporting Requirements

Any accident, injury, or debilitating illness, no matter how minor, must be reported as soon as possible to the immediate supervisor, who shall promptly secure medical aid for the employee. The employee should be advised to seek immediate medical aid if the injury cannot be treated on the premises. The supervisor shall also insure that all pertinent and applicable forms and reports are completed and forwarded to the appropriate personnel in a timely manner.

CHAPTER 12 Disciplinary Action

12.01 Policy

It is the policy of the village to encourage the implementation of disciplinary action whenever the behavior or job performance of an employee is such that it interferes with or adversely affects the efficient or effective fulfillment of the mission of the department or that of the village organization. As a representative of the village to the public, or the provider of a service to the internal organization, each employee, as a condition of employment, accepts a fundamental obligation to promote and protect the interests of his employer. Dedication to duty, service to others, and the promotion of harmony and productivity in the work place are the cornerstones upon which the employment relationship is based. It is the obligation of each supervisor to foster such efforts and attitudes among his subordinate work force and to take disciplinary measures when positive reinforcement and personal example alone are inappropriate or insufficiently effective in producing desired results.

Employees will be fairly informed of the standards of conduct and performance expected by the village. Rules and standards shall be consistently applied across the organization. Any disciplinary actions taken are to be applied fairly and are to be commensurate with the severity of behavior or job performance problems giving rise to such actions. Disciplinary actions taken for repeated behavioral or performance problems will generally be progressive in nature.

12.02 Employee Rights

Just as the employer has the right to expect certain types of behavior, effort, and job performance of the employee, so has the employee the right to expect fair and impartial treatment in the administration of discipline. For this reason, each employee shall be entitled to recourse under the village's grievance procedure (see Chapter 13) in the event that the employee feels such disciplinary action to be unfair, unwarranted, or unduly harsh in terms of the infraction or performance shortcoming cited.

No such right of grievance shall reduce any employee's obligation to continue working in accordance with department standards, to continue maintaining internal harmony within the work place, and to promote and protect the interests of the village.

12.03 Forms of Disciplinary Action

- (1) The forms of disciplinary action that may be taken include: verbal reprimand; written reprimand; suspension; transfer or demotion; and discharge.
- (2) The form of disciplinary action taken and the severity of penalty assigned shall be at the discretion of the supervisor based upon the seriousness of the infraction or the performance shortcoming and the prior performance record of the employee.
- (3) When in doubt regarding the appropriate form of discipline or type of penalty to be taken, the supervisor shall first consult with the department head and/or the village administrator. Suspensions, demotions, and discharges must be discussed with the village administrator before such action is taken.

(4) Discipline for represented employees shall be administered according to the terms of the most recent contract.

12.04 Disciplinary Procedures

(1) Investigation

In taking disciplinary actions, the employee's supervisor shall identify the unacceptable behavior or job performance which warrants the discipline and shall verify the incident or conduct in the event that he lacks firsthand knowledge of it.

The supervisor should give the employee facing discipline an adequate, fair opportunity to hear and respond to each charge considered cause for taking disciplinary action. During the discussion of charges, including the intent to possibly impose discipline on an employee, the employee is entitled to have a personal representative present.

(2) Timing

- a. Generally speaking, disciplinary action should be issued as soon as reasonably possible after the incident which gave rise to the discipline occurred or knowledge of the incident is received. Delays in issuance may be warranted in situations requiring more extensive investigation and consultation or where the village does not have immediate knowledge that the incident occurred.
- b. Any supervisor has the right to immediately suspend an employee with pay or place on administrative leave, pending final action, in the event that the continued presence of the employee at the work site threatens the health or safety of himself or fellow workers, threatens to disrupt ongoing operations, or follows a previously issued disciplinary action.

(3) Notification

- a. The employee will be notified in writing of the reason or reasons for taking disciplinary action and of the specific action to be taken.
- b. Copies of written reprimands, suspensions, demotions, and terminations shall be provided to the village administrator and kept in the employee's personnel file indefinitely.

(4) Reprimands

To encourage good work conduct, the Employer agrees that records of oral or written reprimands issued by the Employer more than twenty-four (24) months prior to the latest incident shall not be utilized for a step in progressive discipline. If an employee's work conduct gives rise to the issuance of an oral or written reprimand less than twenty-four (24) months after the previous reprimand has been issued, the previous reprimand shall be utilized for a step in progressive discipline. All such reprimands may be utilized for a step in progressive discipline unless and until the employee's work conduct is without further reprimand for a twenty-four (24) month period.

12.05 Grounds for Disciplinary Action

The following constitutes a partial list of the more commonly cited grounds for disciplinary action. Other circumstances may also warrant disciplinary action and will be treated on a case-by-case basis.

(1) Official Capacity

- a. Accepting or expressing a willingness to accept, either directly or indirectly, anything of value that could influence an employee's conduct, including decisions made in their capacity as a public official or employee.
- b. Asking for or accepting any special privilege from a public utility.
- c. Intentionally soliciting or accepting anything of value for performing a service or duty that is part of an official's office or an employee's responsibilities.
- d. Intentionally failing or refusing to perform any lawful duty that is assigned or one that is required by law, administrative rule or ordinance.
- e. Intentionally acting in excess of the authority an official or employee is entitled to exercise.
- f. Bidding for, negotiating or entering into a contract that involves an expenditure in which the official or employee has a personal interest or may realize a personal gain.

(2) Attendance

- a. Failing to be present at the time an employee is scheduled to begin work or leaving without permission

before the scheduled quitting time.

- b. Failing to notify a work unit supervisor, department head or another responsible party when an employee expects to be late in reporting for work.
- c. Failing to observe the time limits set for rest breaks and meals.
- d. Absence without authorized leave, or misrepresenting the purpose of an authorized leave.
- e. Unavailability for work because of incarceration or loss of driving privileges.

(3) Conduct or Performance on the Job

- a. Refusing to carry out reasonable instructions given by an authorized supervisor or delaying without good reason the performance of an assigned task.
- b. Being insolent, talking back, arguing, or verbally abusing or threatening a supervisor, co-worker, or member of the general public.
- c. Negligence in performing assigned tasks or, as evidenced by written evaluation reports of past performance, performing them in a consistently unsatisfactory manner.
- d. Loafing, sleeping or engaging in personal business while on the job except during times set aside for rest breaks and meals.
- e. Dishonesty or falsification of records.
- f. Unauthorized disclosure of information or records.
- g. Failing to give accurate, complete information, when authorized to do so on behalf of the village, to individuals and groups served by the village or to other governmental agencies.
- h. Failing to comply with health, safety and sanitation rules set for village employees.
- i. Recklessness or endangering others.
- j. Unauthorized or improper use of village property.
- k. Unauthorized possession, removal or sale of village property or the property of another village employee.
- l. Unauthorized use, loan, borrowing or duplication of keys providing access to village property and equipment.
- m. Unauthorized entry to or on village property, including entry outside of assigned work hours, or to restricted areas in which the employee or the public is not authorized entry without permission.
- n. Unauthorized removal of official notices or signs from village property, equipment or bulletin boards.
- o. Failing to comply with established department work rules.
- p. Engaging in work stoppages such as strikes or slow-downs.
- q. Failing to immediately report a personal injury suffered on the job.

(4) Personal Behavior and Appearance

- a. Using or being at work under the influence of intoxicants, illegal drugs, or controlled substances while on duty or closely preceding duty.
- b. Failing to inform a supervisor when called in for emergency duty that the employee has recently used intoxicants, illegal drugs, prescription medications, or controlled substances that might impair his ability to perform the job.
- c. Possessing illegal drugs on village property except for law officers during the performance of duty.
- d. Fighting or creating a disturbance among co-workers resulting in an adverse effect upon morale, productivity, or maintenance or proper order.
- e. Disorderly or immoral conduct which brings disrepute upon the individual or which reflects adversely upon the village as an employer.
- f. Conviction of a serious crime.
- g. Knowingly making false or malicious statements with the intent to harm or destroy the reputation, authority or official standing of individuals or organizations.
- h. Engaging in discriminatory or abusive conduct with respect to employees protected by equal opportunity laws.
- i. Making sexual advances, gestures or comments; making or attempting to make physical contact of a sexual nature; engaging in the deliberate and repeated display of sexually graphic materials unrelated to village purposes while on or in village property; or engaging in any form of sexual harassment.

- j. Unauthorized possession of weapons.
- k. Unauthorized or improper use of uniforms, badges, identification cards or permits.
- l. Gambling on village property.
- m. Failing to report a conviction for a moving violation under the requirements of the Commercial Motor Vehicle Safety Act (applies to employees with a Commercial Driver's License).
- n. Loss of CDL or motor vehicle operator license.

CHAPTER 13 Grievance Procedure

13.01 Policy

It is the policy of the village to treat all employees fairly and equitably in matters affecting their employment. Each employee who feels he has not been so treated has a right to present his grievance to appropriate management officials for prompt consideration and an equitable decision. The filing of a grievance by an employee will not reflect unfavorably on his standing, performance, or loyalty, and shall be without fear of reprisal.

13.02 Administration

The village administrator shall supervise and administer the grievance process as specified by union contract and herein. Supervisors and department heads shall keep the Village Administrator informed of all grievances in progress.

13.03 Definition of a Grievance

A grievance is a formal written complaint regarding unsafe working conditions, unjust application of discipline, the unfair application or violation of personnel rules and regulations of the village or the department for which the employee works.

The written complaint should set forth the basis of the grievance, a description of the remedied action being sought, and any information available to support the complaint.

13.04 Informal Resolution Procedure

Any village employee or group of employees who feel they are being treated unfairly or are dissatisfied with working conditions should first seek to resolve the problem through informal discussions with the immediate supervisor. In the event informal discussions fail to resolve the problem, the employee(s) may seek formal review and resolution by filing a written grievance.

13.05 Grievance Procedure

A formal grievance of an employee shall be handled in accordance with the following procedure:

(1) Step 1 - Department Head

- a. The employee shall within ten (10) working days of the incident, or within ten working days of the date they would reasonably be expected to have knowledge of the incident, present their formal grievance in writing to their department head.
- b. The department head shall within five (5) working days meet and discuss the grievance with the employee.
- c. The department head shall then reply in writing to the employee within five (5) working days thereafter.

(2) Step 2 - Village Administrator

- a. In the event that the department head's decision does not satisfy the employee's grievance, the employee may, within five (5) working days, present their grievance in writing to the village administrator.
- b. The village administrator shall arrange to meet with the parties involved within five (5) working days of receipt of the grievance to hold a hearing to ascertain the facts surrounding the dispute.
- c. The village administrator shall then reply in writing to the employee within five (5) working days thereafter.
- d. The decision of the village administrator shall be final for all grievances except those involving a

suspension of more than three (3) days or non-probationary discharge of an employee.

- e. In the event that the grievance concerns the village administrator, the employee must first follow the guidelines set in section 13.04 of this policy. If the employee is still dissatisfied or feels that their concerns have not adequately been addressed, the employee shall file a written grievance with the village president. The board shall proceed under step 13.05(3)(b)

(3) Step 3 - Village Board

- a. In the event that the village administrator's decision on a grievance involving a suspension of more than three (3) days or non-probationary discharge does not satisfy the employee's grievance, the employee may, within five (5) working days, present their grievance in writing to the village president.
- b. The village board shall arrange to meet within fifteen (15) working days of the receipt of the grievance with all parties involved.
- c. The village board shall then reply in writing to the employee within ten (10) working days.
- d. The decision of the village board shall be final.

(4) It is important that employees follow all aspects of the grievance procedure. Failure to follow may result in dismissal of the grievance.

13.06 Timeliness

Days noted above shall be normal work days excluding Saturdays, Sundays and holidays. The above noted deadlines may be extended by mutual written agreement of both parties. Failure by an employee to process a grievance in a timely manner at any step shall result in dismissal of the grievance. Failure by the Village to respond to a grievance in a timely manner shall allow the employee to proceed to the next step in the procedure.

13.07 Employee Representation

An employee shall have the right to representation during the grievance procedure at the employee's expense. Employee discussion of the grievance with their representative shall not take place during working hours. Grievance hearings shall normally be held during Village office hours.

13.08 Violation of Grievance Procedure

The grievance procedure has been established to provide an organized method by which employees can discuss concerns and problems with the administration. It is expected that this process will be used as outlined above. Any employee who does not first attempt to resolve a grievance in accordance with this section could be subject to disciplinary action. However, nothing in this chapter shall abrogate any legal means of redress to the courts available to all employees.

13.09 Work Continuation

It is understood that, absent unsafe working conditions, employees shall continue to perform all duties pending the filing and resolution of grievances.

CHAPTER 14 Working Conditions

14.01 Hours of Work.

(1) Work Week

The work week begins at 12:01 a.m. Monday. The normal work week for regular full-time village employees shall be 40 hours, except in those departments where the nature of the work requires a different schedule or as specified by union contract.

(2) Work Schedule

- a. The work schedule of village employees shall be determined by the department head based upon the needs of the department and according to labor contracts. Any variations from a standard work week shall be in accordance with the Fair Labor Standards Act. Department heads and salaried persons in executive, administrative and professional positions may be allowed to work a flexible schedule of

hours in order to accommodate fluctuations in their work loads. Such scheduling shall be subject to the approval of the village administrator in the case of department heads and by the department head in the case of subordinate positions.

Employees who are scheduled to work ten (10) hour days (summer hours) will be required to work eight (8) hour days for the week in which any holiday falls during that schedule. The Village retains the right to temporarily modify work schedules consistent with the needs of its operations due to emergencies.

b. Overtime

Overtime shall be approved in advance by the department head or supervisor and reviewed periodically by the village administrator. It shall be the responsibility of every department head or supervisor to assign overtime work only when emergencies or other compelling circumstances prevent the reasonable accommodation of additional work through the reassignment of work priorities or through the rescheduling of hours within the same work week.

- c. Overtime shall be scheduled as fairly and equally as practical among the employees based on their qualifications to perform the job and shall be administered according to the provisions of the union contracts for represented employees and according to section 15.03 for non-represented employees and for represented employees when no union contract provision applies.

14.02 Lunch - Break Periods – Clean-up

(1) Lunch Periods

Lunch periods are normally scheduled near the mid-point of an 8-hour shift and, by mutual agreement of the employee and the department head, may vary from twenty (20) to thirty (30) minutes in length. (Lunch periods shall be unpaid for all unless specified by contract.) Employees are required to continue their job assignment until the lunch period starts and are required to continue their job assignment, being back on the job site, when the lunch break is over. The Garbage Operator will receive a paid twenty (20) minute lunch period.

(2) Break Periods

Employees may leave their job assignment and return fifteen minutes later for two separate paid breaks in an 8-hour shift, one approximately midway during the first four hours of their shift, and the second approximately midway during the last four hours of their shift. Breaks shall be taken at the work site unless otherwise approved by the Department Head. The exact times of the breaks will be at the discretion of the Department Head or Supervisor as governed by the nature of the ongoing work. The second break may be combined with the lunch break. The first break period may not normally be combined into one longer break. Break periods that are not taken are lost.

(3) Scheduling

The scheduling of lunch periods and break periods is to be arranged between the employee and their supervisor or department head. Since village offices remain open continuously on normal work days between 8:00 a.m. and 4:30 p.m., it is the department head's responsibility to assure that the lunch periods and breaks are scheduled so that adequate staff coverage is provided at all times. A five (5) minute wash-up period can be used immediately preceding the end of each work day.

(4) Accumulation

Lunch periods and break periods may generally not be accumulated or lumped together for the purpose of shortening a work day or accrual of compensatory time. Occasionally, however, at the express request of the supervisor, employees may be required to work during lunch periods or break periods when peak workloads or emergencies so demand. Time worked under these circumstances shall be subject to the normal overtime/compensatory time policy.

(5) Break Time for Nursing Mothers

The federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid break time to express breast milk as needed for up to one (1) year after the birth of a child. The Company will provide a place for the employee to express breast milk, other than a bath room, that is shielded from view and free from intrusion from

co-workers and the public. Employees will not be discharged or in any other manner discriminated against in exercising their rights under this policy.

14.03 Inclement Weather

In the event that bad weather such as snow or freezing rain creates hazardous traveling conditions between an employee's home and their work site, an employee may be granted permission by their supervisor to leave work early or to arrive at work late. The employee may elect to make up the time if it does not cause overtime or to use paid leave time other than sick leave to compensate for the time lost.

This policy shall not apply to positions that are responsible for providing protective services or for improving driving conditions for the general public. Employees in such positions are expected to adjust their arrival and departure in accordance with predicted conditions and the requirements of their job.

14.04 Dress and Grooming

All employees are to dress and be groomed appropriately for the requirements of their jobs and to comply with departmental health and safety standards.

Employee clothes or uniforms shall be neatly pressed, well-mended, and clean. In the event of any question regarding the appropriateness of a particular style of clothing or grooming, the village administrator shall make the final determination.

Employees are required to wear shirts, with a minimum short sleeve length, at all times in the performance of their job. Employees may be allowed to wear shorts unless supervisor assigned tasks require long pants if assignments require leg protection.

14.05 Use of Cellular Telephones

The Village of North Fond du Lac has established a cellular telephone / wireless device system to enable more productive use of manpower and to improve service efficiency. The cellular telephone / wireless device system is intended to decrease response time to critical incidents, to increase the productive work time of employees, and to provide a means of confidential communications when circumstances require a higher level of security.

Definitions:

Personal Cellular / Wireless Device: A cellular telephone and/or handheld computer capable of and commonly used for person-to-person communication, messaging and web access which is owned by an employee and is not required to be carried by that employee as part of their normal job requirements.

Village Cellular / Wireless Device: A cellular telephone and/or handheld computer capable of and commonly used for person-to-person communication, messaging and web access which is owned by the Village of North Fond du Lac and is required to be carried by an employee as part of their normal job requirements.

Shared Village & Personal Cellular / Wireless Device: A cellular telephone and/or handheld computer capable of commonly used for person-to-person communication, messaging and web access which is owned by the Village of North Fond du Lac and is required to be carried by an employee as part of their normal job requirements. These employees pay a portion of the monthly usage charges so that the shared device can also be utilized by the employee for personal usage.

(1) Restrictions

a. Generally cellular telephones are intended to be used to conduct village business. Employees who are issued cellular telephones wireless devices may occasionally use devices for personal use, subject to all restrictions and provisions of

Village policies and as long as such use does not interfere with normal Village duties

b. The Village reserves the right to monitor and audit the use of all Village—4 cellular / wireless devices carried and used by employees while on duty.

c. Personal cellular / wireless devices may be used during working hours if the use is infrequent and does not interfere with the employee's responsibilities. In such cases, personal cell phones should be placed on "vibrate", so as not to disturb other employees. The employee's immediate supervisor may prohibit the use of a personal cell phone / wireless device when such use negatively impacts an employee's work performance.

d. Employees who are using cellular phones in the performance of their duties must balance the necessity of maintaining communications with the safe operation of their vehicle. Safe operation of the vehicle takes priority. Employees may not operate vehicles while using cellular / wireless devices unless emergency circumstances exist and other means of communication are not available or suitable. Whenever possible, employees should pull off the road in a safe location when using cellular / wireless devices unless hands-free operational devices are being used.

e. Employees in possession of a Shared Village & Personal cellular / wireless devices are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be required to produce the device for return or inspection. If the device was purchased within six months of the resignation or termination, the employee may be required to return the device or offered to pay a prorated amount if they want to purchase it. Employees unable to present the device in good working condition within 24 hours of the request may be expected to bear the cost of a replacement.

f. The Village is not responsible for any loss, damage or theft of any personal cellular / wireless devices that an employee chooses to carry while on duty. As such, any use, whether for business or personal purposes, is at the sole risk of the user.

g. This policy is intended to comply with existing federal, state or local laws and regulations which may control the usage of a cellular telephone during the operation of vehicles on Village business. The Village reserves the right to amend or modify this policy at any time to comply with any such federal, state or local law or regulation which controls the usage of cellular telephones while on Village business. Any federal, State or local law or regulation takes precedence over this policy.

14.06 Smoking Policies

(1) State Statutes prohibit smoking in all areas of public buildings. Smoking shall not be allowed within 40 feet of any public entrance to all public buildings

(2) In any situation where the rights and interests of smokers and non-smokers conflict, the interests of non-smokers shall prevail.

(3) This policy includes all tobacco products, smoking and smokeless, as well as electronic cigarettes (e-cigarettes).

(4) This policy prohibits the use of all tobacco products, smoking and smokeless, as well as electronic cigarettes (e-cigarettes) in Village vehicles.

14.07 Auto Insurance

All employees who drive their personal car for village business shall be required to purchase and maintain at their own expense auto insurance at a level which meets the village minimum standards.

14.08 Travel

(1) Policy

a. Village vehicles shall be used for out-of-town travel on village business whenever practical. When an employee chooses to use their personal vehicle for out-of-town travel and the village vehicle is available, the employee may be reimbursed at ½ of the village's established rate.

b. The village shall reimburse an employee for necessary and reasonable travel expenses incurred while on authorized village business. All such travel must be authorized by the employee's department head and/or the village administrator in order to be eligible for reimbursement.

c. Reimbursement shall always be based upon the least expensive form of transportation available.

d. Travel shall be by direct route, weather conditions permitting, in a minimum number of vehicles, with mileage payable only to persons whose vehicles are used.

- e. In the event two or more employees of the village are scheduled to attend the same out-of-town function, such employees are encouraged to travel together whenever possible in order to reduce the cost to the village. Traveling in separate vehicles must be approved in advance by the department head for the employee requesting separate travel arrangements in order for the employee to receive reimbursement.
- f. Commuting expenses for travel between an employee's residence and normal place of work are not reimbursable.
- g. Employees using a village vehicle shall possess a valid Wisconsin Driver's license. From time to time the village reserves the right to check the driving record of any employee using a village vehicle.
- h. Employees who travel on village business shall be required to turn in their expense reimbursement request to their department head for approval within 30 days of the travel in order to receive reimbursement *unless other arrangements are made with the department head prior to the travel event.*

(2) Mileage and Other Ground Travel

- a. The rate of reimbursement for mileage when employees use their own vehicles for official travel will be at the IRS rate in effect for the current tax year.
- b. The village board may authorize employees in designated positions who are required to use their personal vehicle on village business to receive a local mileage allowance in lieu of itemizing actual mileage.
- c. When car rental is necessary only the reasonable cost of renting a compact or sub-compact model will usually be reimbursed, unless the non-availability of such less expensive models can be documented. Discounts or other special rates are often available if proof of employment by a unit of government is presented to the rental agent.
- d. Ground transportation to and from an airport should be by public transportation or airport limousine if available. The use of taxis is discouraged unless no other means of public transportation is available.
- e. Motorcycles, mopeds, and bicycles are not allowed as a mode of transportation for village business, unless specifically designated for use.

(3) Air Travel

Reimbursement for air travel expenses will be limited to the fare for the lowest coach class available or the fare actually paid, whichever is lower. Flight life insurance is not a reimbursable item. Ticket stubs or e-ticket receipts shall be the accepted verification of expense.

(4) Parking Fees, Tolls, and Fines

- a. The actual cost of parking fees, tolls, and other incidental expenses shall be reimbursed.
- b. The cost of tickets or fines for driver or vehicle violations will not be reimbursed unless ticket is issued for defective village vehicle.

(5) Individuals Transported

Village vehicles shall not be used to transport non-village employees except under the following circumstances:

- a. When the circumstances surrounding village business warrants it, members of the public may ride as passengers.
- b. Vehicles used to attend conferences may be used to carry people from other municipal jurisdictions attending the same conference.
- c. Family members attending a conference with an employee may ride in the village vehicle provided the employee follows the guidelines spelled out in section six (6) below.

(6) Personal Travel while on Village Business.

In general, village vehicles shall be used for village business only. However, from time to time an employee may wish to extend village business travel with authorized vacation time or in hours preceding or following out of town village business. In the event that an employee wishes to use a village vehicle for personal travel, all of the following shall apply:

- a. A request for possible use of village vehicles for personal travel shall be made in writing to the department head. The request shall contain the following information:
 - a. Original purpose of trip, dates and destination
 - b. Proposed personal travel destination
 - c. List of all individuals that are not village employees traveling with the village employee, if applicable.
- b. Permission, including any restrictions shall be granted or denied in writing from the department head.
- c. The employee shall keep a log of all personal and business miles with beginning and ending mileage for all travel, both personal and business.
- d. The employee shall submit the log and reimbursement for all personal miles traveled at the rate specified in section 14.09(2).
- e. Any deviation from or abuse of this policy shall result in the employee being barred from further vehicle use for personal business in the future.

14.09 Lodging

The village shall reimburse the employee for the actual single occupancy cost of lodging expenses incurred while traveling on authorized village business.

(1) Lodging should be at a hotel or motel reasonably close to the place at which an employee is expected to conduct business or attend a conference during the day so that additional public transportation costs are not incurred. First consideration should always be given to hotels and motels offering government rates to public employees.

(2) Requests for reimbursement for lodging expenses will not be granted for employees who are attending meetings or conferences within a 50-mile radius of North Fond du Lac. Exceptions may be granted by the village administrator when nighttime activities are an important part of the conference, for unusual circumstances, or for cost effective reasons.

(3) If two employees of the same sex and of the same rank, pay grade, or classification, are staying at the same conference or meeting, they will be expected to share a double room or pay the extra expense associated with two single rooms. When trustees, department heads, or supervisors and subordinate employees of the same sex are attending the same conference or meeting, an exception will be made and the trustee, department head or supervisor will not have to share a room with the subordinate employee.

(4) If a spouse or friend accompanies an employee on a trip, that employee must reimburse the village for the difference between the cost of a single and a double room. No travel or meal expenses will be paid for the spouse or friend.

14.10 Meals

(1) The village shall reimburse the employee for the actual cost of meal expenses up to the amounts listed below, incurred while traveling on authorized village business. Claims for reimbursement of meal costs are expected to represent reasonable and necessary costs and may include a maximum gratuity of 15 percent as well as any state or local tax.

(2) Meal Allowances

- a. The current rate of reimbursement from IRS publications for meals shall not exceed the maximum of a daily allowance of \$43.00. To manage this allowance, the maximum meal allowances are:

Breakfast \$10.00

Lunch - \$12.00

Dinner - \$21.00

(To be eligible for the daily allowance, an employee must be out of town on village business, and meals cannot be included in the conference fee)

- b. Requests for reimbursement for amounts in excess of the above schedule must be accompanied by receipts for the entire day with a full explanation of the reasonableness of such expenses. Alcoholic beverages are not eligible for reimbursement.

(3) If a meal is part of the conference, convention or instructional program being attended by the village employee and a higher amount is charged each participant, the full amount will be reimbursed with proper documentation.

(4) If the registration fee includes one or more meals, the employee shall not be eligible for reimbursement for such meals in addition to reimbursement for the registration fee.

(5) No reimbursement shall be claimed for meals that could have reasonably been consumed prior to departure or following return.

14.11 Travel, Lodging, and Meal Reimbursement

Reimbursement for travel, lodging, and meal expenses shall be claimed on a form provided by the village administrator and shall be fully supported by receipts documenting actual expenditures. Credit card receipts, unless itemized shall not be considered valid receipts for reimbursement purposes. Handwritten receipts shall be considered valid only when stamped with the name of the establishment and signed and dated by the wait staff or hostess of the establishment.

Requests for travel reimbursement must be turned in with in thirty days after the expense is incurred. Expenses reimbursement requests received more than thirty days after the expenses are incurred shall not normally be considered for payment.

14.12 Travel Advances

(1) Travel advances may be requested when prepayment by the employee of anticipated expenses will create a financial hardship. To minimize financial hardship, employees are encouraged to arrange for prepayment by or billing to the village of major expenses that may require significant personal outlays. Such expenses may include air travel, lodging, meals, and conference registration fees.

(2) If travel expenses which cannot be prepaid by or billed to the village are expected to exceed \$100, an advance may be requested. Travel advances will not normally be made prior to ten days before departure and will not exceed 80 percent of the estimated expenses.

(3) Receipt of a travel advance does not exempt an employee from the requirement to keep and submit accurate records following completion of travel detailing expenses incurred, the travel advance received and the additional amount claimed or to be repaid.

CHAPTER 15 Compensation

15.01 Time and Attendance Reporting

The employee time sheet is the primary record for reporting the hours each employee works or is absent and for computing the amount of compensation due. It is the joint responsibility of the employee and the employee's supervisor to truthfully and accurately report regular hours worked, overtime hours worked, and the number of hours to be charged to compensatory time or various kinds of absences (sick leave, vacation, holiday, etc.) for which an employee is entitled to compensation.

At the end of the last calendar day in a pay period, both the employee and the employee's supervisor will sign the time sheet. An employee will not be expected to sign when he is absent from work during the entire pay period or is unable to sign the sheet because of an unexpected absence such as illness or injury. The completed, signed time sheet is to be turned in to Payroll as directed by the Payroll Department.

The Employer may administer payroll deductions that the employees authorize, to participating financial institutions.

15.02 Pay Period

(1) Except as noted below, all village employees shall be paid bi-weekly on every other Thursday. If a holiday falls on Thursday, payday shall be on the preceding work day. Each pay period ends at 12:00 midnight the Sunday preceding a payday.

- (2) Employees of the paid on call EMS and Fire Departments shall be paid monthly.
- (3) Timesheets are to be submitted to the Payroll Department within 30 days of the day service was rendered.
- (4) Village Board members shall be paid quarterly.
- (5) Other appointed, compensated, board/commission members shall be paid annually.

15.03 Overtime Pay

(1) Definition

For non-represented employees and for represented employees when no union contract provision applies, overtime is defined as time worked in excess of forty (40) hours per week and shall be compensated at time and a half. Time off on paid leave (sick leave, funeral leave, military leave, jury/witness duty, vacation, holiday) will be counted toward the forty (40) hour base.

(2) Eligibility

- a. Eligibility for overtime compensation shall be determined by individual department policy and in accordance with the Fair Labor Standards Act and shall be subject to approval by the village administrator and as defined in 14.01.
- b. As a general rule, department heads and salaried persons in executive, administrative, or professional positions shall be ineligible for any form of additional monetary compensation for overtime hours worked but may be allowed to vary their work schedules to accommodate fluctuations in their work load. Exceptions to this general rule may be made by the village board.

(3) Compensation

- a. As a general rule overtime worked will be treated by granting one and one-half hours of compensation, either in the form of overtime pay or compensatory time off, for each hour of overtime worked. It shall be the employee's option to select, within the limits set by 17.04, the form of overtime compensation to be given.
- b. Refer to section 17.04 for definition of Holiday pay.

15.04 Compensatory Time

Employees who elect to take compensatory time in lieu of cash payment for overtime worked may accumulate and use compensatory time subject to the following restrictions:

- (1) The maximum allowable accumulation of compensatory time shall be sixty (60) hours or the number of hours stated in union contracts. Any overtime hours accumulated in excess of the maximum must be taken in the form of overtime pay.
- (2) Compensatory time must be used in the calendar year it is earned. Any compensatory time that is not used by December 31 will be paid out to the employee at the rate of pay that was in effect for the last pay period of that year.
- (3) The taking of compensatory time off requires prior approval of the supervisor or department head. A department head shall not approve a request if the employee's absence will clearly impair the department's ability to meet its responsibilities or requires other employees to work overtime.
- (4) The employee shall show the number of hours of compensatory time earned or taken during each payroll period on his time sheet. The payroll department shall maintain records of the running compensatory time balances of each employee.

15.05 Minimum Guarantee for Call-ins

(1) In the event an employee is "called-in" to work outside their normal, regularly scheduled work hours/or special assignment hours, they shall receive a minimum of two (2) hours of pay at the overtime rate, (time and one-half) their regular rate of pay. If the task the employee is called in to perform is completed in less than two hours, the employee may be assigned other job related tasks for the remainder of the two hour call-in period. Call-in allowance will not be paid for extensions of the work shift after the employee's normal ending time. Fire Department Paid on Call shall receive a minimum of a one (1) hour of pay for fire response calls approved by the Fire Chief.

(2) An eligible full-time or part-time employee who is required to work on a legal holiday shall be paid regular pay

plus two times their regular hourly rate for all hours worked. This provision shall not apply to limited term or temporary employees.

(3) In an attempt to better serve the residents of the Village of North Fond du Lac on a 24/7 basis, the Village has instituted a system to deal with requests for service outside of the normal workday and emergencies. To minimize the possibility of personal property damage and for the health and welfare of the community, the on-call crewman will be available to respond to calls for service as soon as possible with the goal of reporting no later than 30 minutes from the time contacted. The on-call crewman shall avoid situations that limit the effectiveness of the on-call phone or make it difficult to exchange information about a call for service.

15.06 Longevity Pay

(1) Any full-time employee in a permanent, classified position who has completed at least 36 months of service with the village before December 31 of each year shall receive a longevity payment equivalent to \$1.00 for each full month of service.

(2) Except for members of the fire department and EMS department and ~~permanent~~ regular part time employees, no part time, or limited term employees shall be eligible for longevity pay.

(3) Permanent part time Village employees are eligible for longevity pay but their payment will be prorated based on their normal scheduled hours work week.

(4) Paid on call Fire and EMS employees and EMS part-time employees:

- a. must have been appointed to regular or probationary status on or before January 15 of the year to be eligible for the first year bonus.
- b. members whose anniversary date is before June 1 shall be considered to have two years of service at the end of the following full year of service.
- c. employees who have completed at least ten (10) total years of service at the time of their termination shall be eligible for a longevity payment equivalent to \$25.00 for each prior year served.
- d. employees who have completed at least five (5) but less than ten (10) total years of service at the time of their termination shall be eligible for a longevity payment equivalent to \$12.50 for each prior year served.
- e. eligibility starts on the date of board approval
- f. members who have completed at least 36 months of service with the village before December 31 of each year shall receive a longevity payment equivalent to \$1.00 for each full month of service.

(5) Final longevity payments shall be made to eligible employees who retire, leave, or to those who are the beneficiary of any employee who has died during the year.

(Example: (Date Hired = 07/01/2010) (Date leaving = 03/31/2018) (Longevity = 81 months x \$2.00/mth = \$162.00)

(6) Longevity payments to eligible employees shall be made on the last payday of November of each year.

(7) Employees who are terminated will not be eligible for a final longevity payment.

15.07 Wage Reimbursement

Paid on-call employees and members of the village board shall be eligible for reimbursement of lost wages (including shift differential if applicable) for a maximum of regularly scheduled straight time work hours spent on each calendar day of authorized village business unless mandated training (training that is a requirement of licensure and can be taken at no other reasonable time) is pre-approved by the Village Administrator. In no event, except as noted above, shall employees receive reimbursement of lost wages for overtime work hours spent on authorized village business. In addition, all reimbursements made shall be at the employee's regular rate of pay as determined below. The reimbursement shall be processed with the next payroll based upon the reimbursement request submitted by the employee. Wages shall be reimbursed at the rate requested and verified by a current copy of a paycheck stub, reflecting the actual loss of wages or other approved leave (vacation or other paid time off) on the time that the employee spends in service to the village. In lieu of a pay stub, the proof of absence shall be in the form acceptable to the department head and Village Administrator. Salaried employees may be required to provide documentation from their employers that they were required to make-up time for and time taken off in service to the village.

15.08 Deferred Compensation

- (1) All village employees in permanent positions shall be eligible to participate in any Deferred Compensation Program sponsored by the village.
- (2) Participants in such a program may designate a portion of their income to be deposited into a special investment account for use in retirement years through payroll deduction.
- (3) The village shall not match or in any way contribute to a Deferred Compensation Program.

15.09 Payroll Deductions

The village may administer payroll deductions that employees authorize to be made to participating financial institutions.

15.10 Pay Policies

(1) On-Call Pay

DPW employees who are on-call 24 hours per day for a period of one week will receive additional compensation referenced in Attachment A. Along with the WPPA/SORD Union Contract provisions, the Police Chief will evenly share in the on-call pay pool defined in Attachment A. The on-call pay balances the interests of the employee with the needs of the Village for safe provision of municipal services.

In an attempt to better serve the residents of the Village of North Fond du Lac on a 24/7 basis, the Village has instituted a system to deal with requests for service outside of the normal workday and emergencies. To minimize the possibility of personal property damage and for the health and welfare of the community, the on-call crewman will be available to respond to calls for service as soon as possible with the goal of reporting no later than 30 minutes from the time contacted.

(2) Stand-by Pay

For the purpose of providing coverage for snowplowing during Thanksgiving week, Christmas and New Year holidays, the parties agree that the Village will pay stand-by pay referenced in Attachment A for employees designated by the Village as serving stand-by for the purposes of snow and ice control. It is recognized that stand-by pay is being provided for the week of Thanksgiving for the purpose of the Thanksgiving holiday and deer hunting as well as during the Christmas/New Year holidays when the employee would normally be at home.

The Village will designate the individual(s) serving in a stand-by capacity for the purposes of stand-by pay. It is understood that response time for stand-by will be 60 minutes or less.

(3) Move-up Pay

Refer to Section 5.14 (5)

CHAPTER 16 Eligibility for Benefits

16.01 Full-time Employees

Full-time employees in qualified permanent positions shall be eligible for all applicable fringe benefits described herein.

16.02 Part-time Employees

(1) Part-time employees in qualified permanent positions who are regularly scheduled to work at least twenty (20) hours per week shall be eligible for fringe benefits described herein if benefit applies to the part-time positions.

(2) Part-time employees in qualified permanent positions who are regularly scheduled to work less than 20 hours per week shall not receive fringe benefits except as required under the provisions of the Wisconsin Retirement System or other State Statutes.

(3) Eligible employees in full-time positions who convert to part-time status shall retain all sick leave and vacation

benefits earned previously, but shall accumulate said benefits in the future in accordance with the fringe benefit policy for part-time employees.

16.03 Limited Term and Paid On-Call Employees

Employees in limited term and paid on-call positions shall generally not be entitled to any fringe benefits except as required by State Statute and other benefits referred to in this policy manual. Exceptions to this policy may be made by action of the village board.

16.04 Effect of Change in Status

(1) An eligible employee who moves from one position to another in village service via transfer, promotion, demotion, or reclassification shall be credited with all accumulated fringe benefits in their new position.

- a. Pay rate adjustments will be made according to 5.14 of this manual.

16.05 Duty Disability

(1) Any employee of the village who terminates employment due to a bona fide duty disability, defined as one in which:

- a. The employee is injured while performing their duty or contracts a disease due to their occupation;
- b. The disability is likely to be permanent;
- c. The disability causes the employee to retire from their job, is eligible to continue health care and dental coverage under the village's group plan until age 65, as long as the employee pays 100% of the premium by the 1st of the month preceding the due date of the policy premium. The employee is only eligible if the carriers allow it

(2) Failure to pay the premium by the due date could result in the cancellation of continued benefits.

CHAPTER 17 Holidays

17.01 Legal Holidays

(1) The following paid legal holidays shall be observed by the village and shall be celebrated on the following dates. The Fire Chief and Assistant Chief will observe the IAFF paid legal holidays.

New Year's Day	IAFF
Spring Break	New Year's Day
Memorial Day	Easter Sunday
Independence Day	Memorial Day
Labor Day	Independence Day
Thanksgiving Day	Labor Day
Day after Thanksgiving Day	Thanksgiving Day
Last working day before Christmas	Christmas Eve
Christmas Day	Christmas Day
	New Year's Eve Day

When the regular meeting falls on a holiday, board action will be needed to reschedule the meeting.

(2) When a designated legal holiday falls on a Saturday, it shall be observed on the preceding Friday. When a legal holiday falls on a Sunday, it shall be observed on the following Monday.

(3) Whenever a designated legal holiday falls on an eligible employee's scheduled day off an additional floating holiday shall be granted in lieu thereof.

17.02 Floating Holidays

(1) In addition to the above legal holidays, each eligible employee shall receive four (4) floating holidays per year. Two floating holidays shall be awarded to each eligible employee on January 1 and again on July 1 of each year.

(2) An employee hired between January 1 - June 30 shall receive only two (2) floating holiday for that year; an employee hired after June 30 shall not receive any floating holiday for that year.

(3) Floating holidays shall be scheduled by mutual agreement between the department head and the employee.

- (4) Floating holidays shall normally be requested at least two (2) weeks in advance.
- (5) Floating holidays must be taken in the calendar year they are earned or they will be forfeited.

17.03 Other Holidays

The village board may, at its discretion, grant additional holidays.

17.04 Holiday Pay

- (1) Eligible regular full-time employees shall be entitled to the number of hours of a normal work day of pay for each legal or floating holiday.
- (2) Eligible regular part-time employees shall be entitled to pay for the number of hours the employee is scheduled to work on each legal holiday. If a part-time employee would not normally be scheduled to work on the legal holiday he shall not be eligible for holiday pay.
- (3) An eligible full-time or part-time employee who is required to work on a legal holiday shall be paid regular pay plus two times their regular hourly rate for all hours worked. This provision shall not apply to limited term or temporary employees.

17.05 Eligibility

- (1) Only full-time employees and certain part-time employees (those who are regularly scheduled to work at least 20 hours per week) in classified permanent positions shall be eligible for pay on legal holidays.
- (2) Full-time employees in classified permanent positions shall be eligible for floating holidays.
- (3) Floating holiday eligibility for regular part time employees will be prorated based on the employee’s normal scheduled hours.
- (4) Eligible employees shall be entitled to pay for legal holidays which occur after the first full day on the job.
- (5) No employee shall be eligible for pay for a holiday which occurs after their last day on the job, except that a terminating employee who is entitled to a floating holiday(s) may convert that holiday(s) to pay upon termination.
- (6) No employee shall be allowed to take a floating holiday off until he has completed at least six (6) months of service.
- (7) In order for an employee to be eligible for holiday pay, they must work their regularly scheduled workday immediately preceding and following the holiday. This provision shall be waived if the employee is a regular part time employee or an employee is on approved leave or authorized sick leave. Authorized sick leave shall be at the discretion of the department head.

CHAPTER 18 Vacations

18.01 Vacation Entitlement for Full-time Employees

(1) Full-time employees in classified permanent positions shall receive vacation with pay benefits each year according to the following entitlement schedule.

<u>AT LEAST</u>	<u>BUT LESS THAN</u>	<u>VACATION</u>
1 year of service	7 years	2 weeks (10 working days)
7 years of service	14 years	3 weeks (15 working days)
14 years of service	21 years	4 weeks (20 working days)
21 years of service or more		5 weeks (25 working days)

The Fire Chief and Assistant Chief shall receive vacation with pay benefits each year according to the following entitlement schedule.

<u>AT LEAST</u>	<u>BUT LESS THAN</u>	<u>VACATION</u>
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1 year of service	7 years	2 weeks (5 working days)
7 years of service	14 years	3 weeks (8 working days)
14 years of service	21 years	4 weeks (10 working days)
21 years of service or more		5 weeks (13 working days)

(2) Employees in the positions of Administrator, Village Clerk, Director of Public, Police Chief, and EMS Director/Fire Chief shall be entitled to 40 hours of paid vacation each year in accordance with the above entitlement schedule. The additional week is to compensate the referenced management positions for attendance at regularly scheduled meetings where their attendance is required. (Example – Village Board meetings.) The additional week is contingent on their attendance for the entire meeting.

(3) Vacation entitlement shall be determined on a calendar year basis, subject to the following conditions.

- a. In the year an employee is hired, employees will receive a prorated amount of vacation based upon the number of hours worked prior to the following January 1. Employees can use the prorated vacation days after they successfully complete their probationary period. After qualifying for their first vacation, employees shall be eligible for future vacations as of January 1 of each calendar year.
- b. If an employee qualifies for a two (2), three (3), or four (4) week vacation as of January 1 and completes the service necessary for an additional week of vacation later in that calendar year, such employee shall receive the additional week of vacation on January 1st and shall thereafter be eligible for such increased vacation as of January 1 of each succeeding calendar year.

18.02 Vacation Entitlement for Part-time Employees

(1) Part-time employees in classified regular positions who are normally scheduled to work at least twenty (20) hours per week shall receive a prorated vacation entitlement based upon the schedule in 18.01 (1) and the number of hours worked in the preceding twelve (12) month period. Other part-time, limited term, and paid on-call employees are not eligible for paid vacation.

(2) Vacation entitlement for eligible part-time employees shall be determined on a calendar year basis, subject to the following conditions:

- a. Part-time employees shall be eligible for their first paid vacation as of the first anniversary date of qualifying for vacation. The vacation entitlement shall be prorated based on the number of hours worked in the twelve (12) month period prior to the employee's anniversary date of qualification for vacation.
- b. After qualifying for their first vacation, part-time employees will be eligible for future vacations as of January 1 of each calendar year if they continue to qualify for vacation entitlement. The vacation entitlement shall be prorated based on the number of hours worked in the preceding calendar year.
- c. If a part-time employee qualifies for a two (2), three (3), or four (4) week prorated vacation as of January 1 and completes the service necessary for an additional week of vacation later in that calendar year, the employee shall receive the additional prorated week of vacation on January 1st of qualifying for vacation, such proration to be based on the number of hours worked in the preceding calendar year. Thereafter, the employee shall be eligible for such increased prorated vacation as of January 1 of each calendar year.
- d. If an employee changes from part-time to permanent full-time status during a calendar year, the employee's next annual vacation entitlement shall be prorated based on the combined total of part-time and full-time hours worked during the applicable preceding twelve (12) month period.

18.03 Vacation Credits

(1) Vacation entitlement credits are earned during one calendar year and are used during the following calendar year. If an employee terminates in mid-year, he shall receive pro-rated credit and be compensated for vacation time earned to that point in the year.

(2) No vacation entitlement credits shall be granted for time worked by an employee in excess of their normal workweek.

(3) Vacation entitlement credits for the following year shall not be earned by an employee during a leave of absence

without pay, a disciplinary suspension without pay, or when an employee is otherwise in a no compensable status, should such period without pay exceed twenty (20) working days in any calendar year. This time will, however, be credited in computing total years of service as a village employee.

(4) When a legal holiday falls during an employee's vacation, he shall receive an additional day of vacation.

(5) An employee whose appointment status is changed from temporary to regular status without a break in service shall receive vacation credits from the date of their original appointment to temporary status.

18.04 Vacation Advance

An employee who has been with the village for at least six months but less than one year may request an advance of up to five (5) days' vacation. The request is subject to the approval of the department head and the village administrator. It is understood that any employee who takes an advance on their vacation and terminates prior to their anniversary date will be required to reimburse the village for the vacation used.

18.05 Vacation Carryover

(1) Except as provided below, all vacation entitlement must be used in the calendar year following which it is earned or it will be forfeited.

(2) If an employee has ten (10) days or less of annual vacation entitlement, the employee shall be required to use all of that entitlement in the current year.

(3) If an employee has more than ten (10) days of annual vacation entitlement, the employee may elect to carry over a maximum of five (5) days of vacation for use in the following year or to receive pay instead of time off for a maximum of five (5) days of vacation at the discretion of the Administrator. In no event, however, may the number of days taken as vacation leave in a year be less than ten (10), nor may the combined total of days carried over or paid out in a year exceed five (5).

a. Vacation carryover requests must be made in writing to the village administrator for consideration no later than November 15. Any vacation that is carried over shall be paid at the rate of pay in effect during the last pay period of the previous year.

b. Vacation payout requests must be made in writing to the village administrator no later than November 15. Vacation payouts will be made on the last paycheck of the year and will not be considered hours worked for overtime purposes.

(4) Terminating employees may be eligible for the payment of unused vacation entitlement credits. Employees who terminate employment according to section 8.10 in midyear shall have their vacation prorated accordingly. The formula shall be based on the number of hours worked in the year of termination.

18.06 Vacation Scheduling

(1) Vacations shall be scheduled by mutual agreement between the department head and the employee and will be selected in accordance with the procedures established by each department.

(2) Vacations shall normally be taken at times that will not inconvenience the village as determined by the time of year, workload and the availability of other employees to fill in for an absent employee if it becomes necessary. Because the village is expected to provide essential services on an uninterrupted basis, the needs of the village as an employer must take precedence over the preferences of an employee when it comes to scheduling vacation time. A department head need not and should not approve a request if the employee's absence will clearly impair the department's ability to meet its responsibilities or unnecessarily increase the costs of meeting its responsibilities.

(3) The village reserves the right to adjust an employee's vacation schedule in the event of an emergency or the unavailability of adequate fill in employees due to unexpected circumstances.

18.07 Conversion to Sick Leave

(1) In the event an employee is on authorized sick leave and has insufficient sick leave credits to cover the period of their absence, the employee may elect to use earned vacation time for this purpose.

(2) Unused vacation that would otherwise be forfeited at the end of a calendar year may not be converted to sick leave.

CHAPTER 19

Sick Leave

19.01 Sick Leave Accrual

(1) Eligible full-time and regular part-time employees shall accumulate paid sick leave at a rate of eight (8) hours for each month of continuous service beginning the first of the month. The Fire Chief and Assistant Chief shall accumulate paid sick leave at a rate of twelve (12) hours for each month of continuous service beginning the first of the month. Regular part-time employees shall accumulate paid sick leave at a prorated amount based on the budgeted hours for their position for each month of continuous service.

(2) The maximum sick leave accumulation shall not exceed 960 hours (1440 hours for Fire Chief and Assistant Fire Chief) as outlined in 19.05.

(3) No credit for sick leave shall be granted for time worked by an employee in excess of their normal workweek or for leave taken without pay that exceeds thirty (30) calendar days.

19.02 Eligibility

(1) Only full-time and regular part-time employees in classified, permanent positions shall receive sick leave benefits. Other part-time, limited term, and paid on-call employees shall not be eligible for paid sick leave.

(2) Newly hired employees shall accrue but not be eligible to use sick leave benefits until they have completed six (6) months of service. Service as a part-time, limited term, or paid on-call employee shall not count toward the six (6) month qualifying period.

19.03 Eligible Uses

(1) Sick leave is intended for the use of employees in the event of personal illness, bodily injury, exposure to a contagious disease, or in the event of a serious illness or accident involving a member of the employee's immediate family. A serious illness is defined as one which requires the presence of a caregiver in the home. Every effort must be made to return to work as soon as possible. Approval of home care for an immediate family member shall be at the discretion of the department head and may require written confirmation by the family's physician. For the purpose of administering this policy, the definition of "immediate family" will include spouse, child/step-child, parent, or any other relative that resides in the employee's household.

(2) Sick leave may also be used for doctor or dental appointments which cannot be scheduled during an employee's regular time off.

(3) Sick leave may not be used for absences resulting from injuries received while working for another employer.

(4) An employee who becomes ill during a period of vacation shall not be eligible for sick leave benefits without a doctor's certificate.

(5) The department head or the village administrator may investigate the alleged illness of an employee absent from work on sick leave. False or fraudulent use of sick leave shall be cause for disciplinary action against the employee, up to and including dismissal.

19.04 Sick Leave Procedures

(1) Employees who are absent from duty for reasons which entitle them to sick leave shall notify their supervisor within thirty (30) minutes of the scheduled start of their work shift when possible. Employees on short-term sick leave shall call their supervisor informed of their condition on a daily basis.

(2) The department head or the village administrator may require:

1. an acceptable doctor's certificate to justify payment of sick leave when it occurs before or after a scheduled day off including a vacation day or holiday
2. for sick leave in excess of two days
3. when an employee has a record of repetitious usage of short amounts of sick leave over an extended period of time
4. when an employee's pattern of illness otherwise raises some doubt as to the legitimacy of the illness.

A doctor's certificate shall be deemed "acceptable" when it spells out the type and term of illness, substantiates the fact that the employee was too ill to work, and specifies that the employee has recovered sufficiently from the recent illness to resume their duties.

(3) The department head or village administrator may also require an employee to take a medical examination upon returning from sick leave or on such occasions that it is in the best interest of the village. The medical examination shall be given by a physician designated by the village and the cost of the examination shall be paid by the village.

- a. "Fit for Duty" Testing After An Injury

It is the policy of the Village of North Fond du Lac hereinafter referred to as “village” that any officer or employee of the “village” who has a non-work or work related injury or illness that reasonably may affect the ability to perform their usual job, will be required to undergo Fit For Duty Employment testing as soon as their condition is stable and/or at the professional discretion of the doctor or licensed therapist performing such testing.

“Fit For Duty” testing is authorized by Federal Law under the “Americans With Disabilities Act” (ADA), as referenced in the Technical Assistance Manual under Sections VI-13 & 14 which states:

Under the ADA, medical information or medical examinations may be required when an employee suffers an injury on the job. Such an examination or inquiry also may be required when an employee wishes to return to work after an injury or illness, if it is job-related and consistent with business necessity:

- to determine if the individual meets the ADA definition of “individual with a disability,” if an accommodation has been requested.
- to determine if the person can perform essential functions of the job currently held, (or held before the injury), with or without reasonable accommodation, and without posing “direct threat” to health or safety that cannot be reduced or eliminated by reasonable accommodation.
- to identify an effective accommodation that would enable the person to perform essential job functions in the current (previous) job, or in a vacant job for which the person is qualified (with or without accommodation).

Fit for Duty Employment Testing must be accomplished within three (3) working days from the date of release to work in any capacity by a physician or notification via certified mail by village. “Fit For Duty” information will be kept in a confidential file separate from personnel records and the medical information will not be utilized to terminate employment. Failure to return to work as scheduled via physician release will result in immediate termination and failure to Fit For Duty Employment testing within three (3) working days of certified notification will result in termination of employment by village.

b. Return to Work After An Injury or Illness

It is the policy of Village of North Fond du Lac hereinafter referred to as the “village”, that said village reserves the right to fill light or modified duty positions with temporarily injured or ill employees until they are reasonably able to transition to their previous position or transfer to a permanent position with the village that does not exceed their capabilities.

Any employee who has a stable non-work or work related injury or illness will be required to return to work full duty within 60 days post injury or be subject to termination unless significant progress has been documented by the attending physician, by the transitional work program, or by the physician or therapist performing Fit For Duty Employment Testing no more than every 30 days as status changes after the injury or illness. Employees who continue to show significant progress up to 60 days, but still can’t perform “full duty”, may have a 30 day extension to this policy as determined by the attending physician, by the transitional work program, or by the physician or therapist performing Fit For Duty Employment Testing. Furthermore, employees who have reached maximum medical improvement (MMI) as determined by their physician and have not demonstrated adequate capability to perform the essential functions of the job held prior to the injury or illness with or without reasonable accommodation will be terminated unless there are vacant permanent positions the employee is qualified for outside of light, or modified duty that do not exceed their physical capabilities. Federal District Court has held that a “return to work program does not violate the Americans With Disabilities Act (ADA) when it permits the employer to place on medical layoff injured employees who reach MMI.”(Hendricks-Robinson vs Excel Corporation) It is our policy that modified or light duty positions be available for recently injured employees needing transitional

return to work.

Confidentiality Notice:

The medical information collected during “Fit For Duty” examinations or received regarding functional tests and MMI determinations will be kept in a separate file from the personnel file of the employee who has suffered the injury or illness.

(4) When sick leave is used, each employee shall be responsible for requesting sick leave pay on their time sheet. Sick leave shall be charged in no less than quarter hour increments.

19.05 Sick Leave Payout

(1) Upon receipt of a pension from the WRS-at retirement, or when an employee leaves employment with the Village for other reasons after a minimum of 20 years of service, or upon receiving a disability pension, or upon death, an employee or their legal heirs shall be paid an amount equal to \$70 per day (eight hours or 12 hours for Fire Chief and Assistant Fire Chief) of unused sick leave that has been accumulated up to a maximum of nine hundred sixty (960) hours (1440 hours for Fire Chief and Assistant Fire Chief). Said amount shall be paid through payroll.

(2) Once an employee exceeds their maximum accumulated sick leave (960 hours or 1440 hours) the additional earned sick leave shall be paid out annually at \$50 per day or part of a day. For example, if an employee has accumulated 1,008 hours as of December 31 of said year. They shall be paid \$50 per day multiplied by the 6 days (48 hours) to get them back to the maximum of 960 hours. In this example, the employee would receive an additional \$300 on their paycheck for the first pay period of the following year.

CHAPTER 20

Funeral Leave

20.01 Funeral Leave

<u>Relation</u>	<u>Days Off</u>
Spouse	5
Father / Mother	5
Child / Step Child	5
Brother / Sister	3
Father / Mother in Law	3
Son / Daughter in Law	3
Step Father / Step Mother	3
Brother / Sister in Law	2
Grandchildren	2
Grandparents	2
Step Brother / Step Sister	2
Step Father / Step Mother in Law	2

Time off shall include travel to, attending and travel from the funeral or settling an estate.

20.02 Friend

Employees wishing to attend the funeral of an extended relative or friend shall be allowed to do so but must use other types of paid leave if they wish to receive pay for the time taken off.

20.03 Eligibility

(1) Only regular full-time and regular part-time employees in classified, permanent positions shall receive paid funeral leave benefits. All other types of employees shall be eligible to take unpaid funeral leave in accordance with the schedules outlined above.

(2) No funeral leave shall be paid to any employee while he is on vacation, sick leave, or any other leave of absence.

- (3) If a funeral leave occurs while employees are working on a ten hour day work schedule, the hours over eight to cover the respective days off will be taken from the employee's vacation, compensatory time, floating holiday or sick leave time.
- (4) If a funeral leave occurs while employees are working on a twenty four hour day work schedule, the hours over eight to cover the respective days off will be taken from the employee's vacation, compensatory time, floating holiday or sick leave time.
- (5) Any funds for monetary donations or flowers will come from staff donations

CHAPTER 21 Civil Leave

21.01 Eligibility

- (1) Employees who are selected for jury duty or who are required to make an appearance before a court, public body, or commission in an official capacity in connection with village business or as an expert witness because of their professional knowledge will be considered on duty and shall be granted leave with pay.
- (2) A leave of absence without pay shall be granted to an employee upon the employee's request to appear under subpoena or in their own behalf in litigation involving personal matters or official misconduct.

21.02 Procedures

- (1) In order to be eligible for paid time off for jury duty, an employee shall notify the employee's supervisor as soon in advance as possible as to the dates and times that the employee is to report for jury duty. In addition, the employee shall indicate on the employee's time card those normally scheduled work hours that the employee did not work as the result of jury duty.
- (2) Any fees paid to the employee for jury duty or for an appearance in their official capacity or as an expert witness, exclusive of mileage, parking or other extraordinary expense, shall be turned over to the village administrator.
 - a. If the employee does not remit their fee or make other arrangements for paid time off while in court, the employee shall be considered to be on leave of absence without pay.
- (3) Employees are expected to report back to work on those days when a reasonable amount of time remains in the workday.

CHAPTER 22 Military Leave

22.01 General

- (1) The village shall comply with the requirements of the Selective Service Act, as amended, as it applies to its employees.
- (2) An employee intending to use military leave is expected to give the department head reasonable advance notice of the period during which military duty will be performed.

22.02 Regular Military Leave

- (1) A regular, full-time, permanent employee who leaves the service of the village to join the military forces of the United States shall be granted a military leave without pay. This leave shall extend for ninety (90) days beyond the date he is relieved from such service. Copies of induction and release papers must be filed with the village administrator.
- (2) Such employee shall be restored to the position he vacated or to a comparable position with full rights without loss of seniority or benefits provided that:
 - a. He makes an application to the village administrator within ninety (90) days after the date of their honorable discharge or fifteen (15) days after their rejection for service;
 - b. He is physically and mentally capable of performing the work of the position; and
 - c. The length of military service did not exceed four (4) years unless extended by law.
- (3) Failure of an employee to notify the village of their intention to return to work within the allotted time period shall be considered as a termination of their employment.

22.03 Reserve Military Leave

(1) An employee, who by reason of membership in the National Guard or any recognized branch of the United States Military Reserve, is ordered by the appropriate authorities to attend a training session or encampment under the supervision of the United States Armed Forces, shall be granted a leave of absence from their position without loss of pay for a period not to exceed ten (10) working days in any calendar year.

(2) If the employee's base pay (military pay grade and years of service) as a member of the Armed Forces is less than the current rate of compensation as a village employee, the employee is entitled to receive added compensation from the village in an amount equal to the difference between the two rates of compensation for the period of time the employee is absent from work under 22.03(1) above. A copy of the military pay voucher will be used to substantiate base pay earned as a member of the Armed Forces.

(3) An employee on military leave shall not be compensated by the village for travel time needed to accommodate the employee's personal preference for a mode of travel when travel time exceeds the amount of time authorized for travel in military orders issued to the individual and/or reflected on the military pay voucher. Such additional time away from work shall be charged to vacation, compensatory time or leave without pay.

CHAPTER 23 Family & Medical Leave

23.01 Introduction

The village's Family and Medical Leave Act Policy is intended to conform to, and not exceed, the requirements of the federal Family and Medical Leave Act of 1993 ("FMLA") and, the Wisconsin Family and Medical Leave Act ("WFMLA"). This policy is intended to comply with applicable laws and does not necessarily incorporate all provisions of such laws directly into the village's personnel policies. This Policy does not repeat every provision of the FMLA's or the WFMLA's statutory or regulatory requirements. Posters summarizing the benefits required to be provided under federal and state law may be found with other employment-related postings. In addition, you may contact the administrator if you have specific questions.

Family and medical leave taken under this policy may be covered by federal law, state law, or both. When leave taken by employees under this policy is governed by both federal and state law, the more generous provision will control in the event of a conflict. However, when leaves are governed by state or federal law, but not both, the applicable law will control under this policy. In this regard, you should note that certain leaves may be covered by both state and federal law for only a portion of the leave.

You may be required to provide advance notice and certain information as set forth below to be eligible for family or medical leave under this policy. You may also be required to submit leave requests in writing when circumstances and applicable law permit. Use of other leaves provided by the village for the reasons covered by law, will be treated as use of family and/or medical leave whenever applicable law allows.

23.02 Eligibility

To be eligible for leave under federal law, you must have been employed by the village for at least twelve months, must have worked at least 1,250 hours during the twelve-month period immediately preceding the commencement of the requested leave. To be eligible for leave under state law, you must have been employed for more than 52 consecutive weeks and have been paid for at least 1,000 hours in the 52 weeks immediately preceding the request for leave. The kind and amount of leave available to you under this policy, as well as your rights during leave, depend on whether you meet the above requirements.

23.03 Types of Leave Available

The village provides family and medical leave for eligible employees under the following circumstances:

- (1) For the birth of the eligible employee's child and to care for a newborn child;
- (2) For placement with the eligible employee of a child for adoption or foster care;
- (3) To care for an eligible employee's spouse, child or parent with a serious health condition. (Under the FMLA, a "spouse" means a husband or wife as defined under the law in the state where the employee resides, including same-

sex marriages.)

(4) Because of a serious health condition that makes the eligible employee unable to perform any of the essential functions of the employee's job.

(5) Qualifying (Military) Exigency Leave – The FMLA also provides for up to 12 weeks of unpaid leave within a 12-month period when an eligible employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces. ("Covered active duty" for members of a regular component of the Armed Services means duty during deployment of the member with the Armed Forces to a foreign country. "Covered active duty" for members of the U.S. National Guard and Reserves means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.) The leave may also be extended to the family members of certain retired military. This leave may be used to take care of such things as child care or financial and legal arrangements necessitated by the deployment of the family member.

(5) The administrator shall determine whether requests for leave qualify under one of the above categories.

23.04 Certification By Health Care Provider

(1) If leave is requested due to your own serious health condition or the serious health condition of your spouse, child or parent, the village requires that the leave request be supported by certification issued by your health care provider or the health care provider of your spouse, child or parent. The village reserves the right to certify all information permitted by law. A copy of the Medical Certification Form can be obtained from the general office.

(2) Failure to provide the village with timely and responsive certification from a health care provider within fifteen (15) days of the village's request for certification may result in denial of the leave.

23.05 Definition of Serious Health Condition

In conjunction with the certification provided by a health care provider, the village reserves the right to determine whether an illness, injury, impairment or physical or mental condition constitutes a serious health condition entitling you to family or medical leave under state or federal law.

In general, a "serious health condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves one of the following:

(1) Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

(2) Absence Plus Treatment

- a. A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
 1. Treatment two or more times by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 2. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

* Under the WFMLA, leave may also be available for a serious health condition of less than three (3) consecutive days in duration.

(3) Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

(4) Chronic Conditions Requiring Treatments

A chronic condition which:

- a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- b. Continues over an extended period of time (including recurring episodes of a single underlying

condition); and

c. May cause episodic rather than continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)

(5) Permanent/Long-Term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. You or your family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's disease, a severe stroke, or the terminal stages of a disease.

(6) Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy) or kidney disease (dialysis).

23.06 Amount Of Leave Available

Under federal law, if you meet the eligibility requirements spelled out in Section 1, you are entitled to a total of twelve weeks of leave during a twelve-month period for any of the reasons stated in Section 23.03, above. The twelve-month period utilized by the village in applying this policy is defined as the calendar year.

Under state law, if you meet the eligibility requirements spelled out in Section 23.02, you are entitled to:

- (1) a total of six weeks of leave for the birth of your natural child and/or the placement of a child with you for, or as a precondition to, adoption;
- (2) a total of two weeks of leave to care for a covered family member with a serious health condition; and
- (3) a total of two weeks of leave if you cannot perform your employment duties due to a serious health condition, as described in Section 2, above.

The village will treat use of family or medical leave under this policy as simultaneous use of state and federal leave entitlements whenever permitted by law.

23.07 Manner In Which Leave Can Be Taken

Leave available under this policy may be taken in full, and, under certain circumstances, may also be taken intermittently (e.g., one week at a time) or on a reduced leave schedule (e.g., consecutive hours at a time).

23.08 Compensation During Leave

Generally, leave taken under this policy is unpaid. However, for leaves governed exclusively by federal law, you must use the following leaves provided by the village, if available:

- (1) Vacation or personal leave, if available, for any family or medical leave;
- (2) Accrued paid family leave (i.e., paid leave covering the particular circumstances for which the employee is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member; and
- (3) Accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the employee's own serious health condition.

For leaves governed exclusively by federal law, the village reserves the right to require you to use paid leave for leave that would otherwise be unpaid FMLA leave taken under this policy. However, you may not substitute paid sick leave or paid medical leave for leave taken under this policy in any situation where the village would not normally provide such paid leave.

For leaves governed by state law, you may substitute paid or unpaid leave which you have earned and accrued for leave taken under this policy, if available. The village reserves the right to deny substitution as permitted by law.

23.09 Continuation Of Benefits

You will remain eligible for group health insurance benefits under the village's group health plan during leave taken under this policy under the same conditions as coverage would have been provided if you had been actively employed during the entire leave. However, you have the option of choosing not to retain such coverage during family or medical leave if you prefer.

During leave taken under this policy, the village 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. You are responsible for paying your portion of health insurance premiums regardless of whether your family and medical leave is paid or unpaid. It is your responsibility to make arrangements with the payroll clerk for making premium payments for group health insurance during leaves.

To the extent permitted by law, the village reserves the right to require you to place up to eight weeks' health insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty days late.

Your entitlement to benefits other than group health benefits during a period of family or medical leave is determined by the village's policy regarding provision of such benefits when an employee is on other forms of leave.

23.10 Accrual Of Benefits

You will not continue to accrue seniority or any other employment benefit during leave taken under this policy, except that such benefits shall accrue if you elect to use other leaves provided by the village pursuant to Section 23.08, above, and if such benefits would normally accrue during such leave.

23.11 Employment Restoration

To the extent required by law, when you return from family or medical leave, you will be returned to the same position you held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. This policy does not entitle you to any right, benefit, or position of employment other than those to which you would have been entitled had you not taken leave. The village reserves all rights concerning restoration of employment or denial of same under state or federal law.

23.12 Required Advance Notice

You must provide the village with notice in a reasonable and practicable manner before leave taken under this policy is to begin, if the need for leave is foreseeable, e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for your own serious health condition or that of a family member. When requesting partial or intermittent leave in connection with child birth or adoption, you must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as definite schedule for the leave. Where advance notice is not practicable due to uncertainty as to when leave will be required to begin, a change in circumstances, or medical emergency, notice must be given as soon as practicable.

You must provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave.

When planning medical treatment, you should consult with the village and make a reasonable effort to schedule the leave so as not to disrupt unduly the village's operations, subject to the approval of your health care provider. You are ordinarily expected to consult with the village in order to work out a treatment schedule which best suits your needs, as well as the villages.

CHAPTER 24

Unpaid Leaves of Absence

24.01 Policy

- (1) It is the policy of the village to grant unpaid leaves of absence of defined durations when required to do so by law.
- (2) Other unpaid leaves of absence are considered a privilege and shall be granted only when it is in the best interest of the village to do so and when the employee's absence is not likely to impair a department's ability to meet its responsibilities.

24.02 General Provisions

- (1) Except as required by law, unpaid leaves of absence shall generally not exceed one year in duration.
- (2) Any request for an unpaid leave of absence shall be submitted in writing by the requesting employee to the village administrator as far in advance of the anticipated leave dates as possible. The written request shall specify the reason(s) the leave is being requested and the anticipated date of return.
 - a. Except in unavoidable situations, no unpaid leave of absence shall be granted retroactively.
- (3) Except for military leave and qualifying leaves under the Wisconsin Family and Medical Leave law, no unpaid leave of absence shall be granted unless the employee has first used all available vacation, floating holiday, and compensatory time.
- (4) No unpaid leave of absence shall extend beyond the amount of time actually needed for the purpose requested.
- (5) An employee granted an unpaid leave of absence shall not be employed elsewhere during the leave period, except that this provision shall not apply to military service.

24.03 Granting Authority

- (1) Unpaid leaves of absence of thirty (30) consecutive calendar days or less may be approved by the department head and the village administrator.
- (2) Unpaid leaves of absence in excess of thirty (30) days shall require the approval of the village board.

24.04 Return to Work from Unpaid Leave of Absence

- (1) An employee on an approved leave of absence has the right to return to the position held at the time the leave of absence begins.
 - a. It shall be the department head's responsibility to see that the position is available for the employee returning from leave unless the position has been abolished by village board action or a material reorganization of the department. In this case the returning employee shall be given first consideration in filling any other vacant position for which he is qualified. If no such position exists, the layoff procedure will apply.
 - b. The position of an absent employee cannot be filled on a permanent basis but can, at the department head's discretion, be filled on a temporary basis providing that the compensation paid to a temporary employee does not exceed the amount that would ordinarily be earned by the absent employee.
- (2) With the approval of the department head and the village administrator, an employee may elect to return to work before the expiration of an unpaid leave of absence. Early return from an extended leave of absence for medical reasons shall require a physician's approval.
- (3) If an employee is unable to return to work on the date stipulated, and the return date is less than one year from the date that the leave originally commenced, he shall submit a written request for an extension of the leave in advance of its expiration.
 - a. If, within three (3) days of the date following the expiration of the leave of absence, an extension is not requested and granted and the employee has not returned to their position, the employee shall be considered to have resigned from village employment.

24.05 Benefit Status During Unpaid Leave of Absence

- (1) Except as noted below, all paid benefits shall continue in full force for the first thirty (30) days of an unpaid leave of absence.
- (2) After the first thirty (30) days of an unpaid leave of absence, the employee shall cease to earn vacation and sick leave credits and all other benefits.
 - a. Employees who wish to retain health insurance benefits during an unpaid leave of absence that exceeds

thirty (30) days in duration may do so if the employee assumes the full cost of any premiums that come due during the leave.

b. Premium payments shall be made to the village on or before the first of each month.

(3) Holidays and other non-work days occurring during an unpaid leave of absence will be considered part of the approved period of absence. The absent employee shall not be entitled to compensation for legal holidays that occur during the period.

(4) An approved unpaid leave of absence of one year or less shall not be considered a break in service for purposes of determining the level of future vacation eligibility and the retention of sick leave accumulations for leaves not the result of extended illness or disability.

24.06 Extended Medical Leave

(1) An employee who exhausts sick leave accumulation and other paid leave benefits, but remains unable to report to work, is eligible for an unpaid leave of absence of sufficient duration to recover from the illness or injury. Such leave is not to exceed one (1) year in duration and shall comply with applicable medical leave provisions of the Wisconsin Family and Medical Leave law.

(2) The employee may be required to furnish medical reports from the physician to justify the need for the leave.

(3) An employee returning from an extended medical leave must furnish a physician's statement that he is able to return to work and to fully resume all duties.

24.07 Disability Leave

Employees seeking a disability annuity under the Wisconsin Retirement System shall automatically be placed on an unpaid leave of absence upon the exhaustion of all paid leave benefits and until a final determination is issued.

24.08 Unauthorized Absence

It is recognized that there may be extenuating circumstances for an unauthorized absence and due consideration shall be given each case. An employee who is absent from duty without approval shall receive no pay for the duration of the absence, however, and shall be subject to disciplinary action which may include dismissal.

CHAPTER 25 Worker's Compensation

25.01 Policy

Eligible village employees are covered by applicable provisions of the Wisconsin Worker's Compensation laws. These laws generally provide medical and financial benefits for employees who, while performing duties within the scope of their employment, become temporarily/permanently disabled or die as the result of a job-related injury or disease.

25.02 Scope of Employment

(1) Employees may be covered even if they are outside the village as long as they are performing work-related duties or are traveling on authorized village business.

(2) Employees shall generally not be covered if injured while commuting between an employee's residence and normal place of work. Volunteer employees who are responding to an emergency call shall be covered while in route to the Municipal Building.

25.03 Requirements

(1) Any employee who is injured on the job, no matter how minor the injury, is required to report the incident as soon as possible to the immediate supervisor.

(2) The village may require any employee who wishes to file a Worker's Compensation claim to be examined initially by a physician that it designates.

(3) Employees who are absent and receiving Worker's Compensation benefits shall be required to furnish a physician's certificate before returning to duty if they are absent three (3) or more days. Unless directed differently, employees who are absent for an extended period shall be required to furnish a physician's certificate every fourteen

(14) days in addition to above. The cost of any required physical examinations or doctor's visits not covered by health insurance shall be paid by the village.

25.04 Benefits

(1) Benefits under Worker's Compensation include monetary compensation, death benefits, and payment of reasonable and necessary medical and hospital costs. Normal monetary compensation is approximately two-thirds of the injured employee's full-time wages, but actual dollar levels are set based on the nature (temporary or permanent, partial or total) of the condition involved. The length of time a disabled employee can receive benefits under the program also varies based on the nature of the condition involved.

(2) Under present law, Worker's Compensation benefits are not paid for the first three (3) days of work-related illness or injury unless the person is off for over seven (7) days, at which time the first three (3) days are then paid. In instances where the first three (3) days are not paid, the employer will pay the employee for the three (3) days upon verification that the employee was absent due to a job-related illness or injury.

(3) An employee who is receiving Worker's Compensation benefits may elect to use as much of their accumulated sick leave as when added to their worker's compensation benefits will result in a payment to them at their full day's pay. Employees shall receive the worker's compensation benefit directly from the carrier. The employee shall present a receipt in the event they wish to have an appropriate amount of sick leave deducted to receive full pay.

(4) Employees who are receiving Worker's Compensation benefits shall continue to receive all other fringe benefits for which they are normally eligible.

(5) Employees requiring rehabilitation after closure of Worker's Compensation claim are encouraged to schedule the appointments on non-work hours. If this is not possible, employees must use comp, sick, vacation time or take the time as unpaid for the appointments.

CHAPTER 26 Unemployment Compensation

26.01 Policy

(1) Eligible Village employees are covered by applicable provisions of the Wisconsin Unemployment Compensation laws. Under provisions of these laws, employees who lose their jobs through no fault of their own may be eligible for limited financial benefits during the period they are out of work and seeking new employment.

(2) The determination of an employee's eligibility for unemployment compensation benefits shall be made by the Job Service Division of the Wisconsin Department Workforce Development (DWD).

CHAPTER 27 Insurance Benefits

27.01 The Village of North Fond du Lac offers health, dental, short-term disability, long-term disability, and Life insurance benefits to eligible employees. Details regarding each benefit plan are contained in the Village's Benefit Handbooks as approved and adopted by the Village Board prior to effective coverage dates.

CHAPTER 28 Retirement Benefits

28.01 Social Security

(1) All village employees shall be enrolled in the Federal Social Security Program and shall have required tax contributions deducted from their pay in accordance with prevailing regulations.

(2) The village shall match the Social Security taxes paid by each employee on a dollar-for-dollar basis.

(3) Determinations of eligibility and level of Social Security retirement benefits shall be made by the Social Security Administration.

28.02 Wisconsin Retirement System

(1) All eligible employees shall be enrolled in the Wisconsin Retirement System which serves as the village's pension plan. An employee must work at least 1200 hours in a calendar year to be eligible for participation. (Unless grandfathered in from previous statute.)

(2) The Village will pay the "employer share" contribution, which is computed as a percentage of each employee's income. The employee will pay all of the "employee share" contribution. This is also computed as a percentage of

the employee's income.

(3) In addition to retirement pension benefits, permanently disabled employees may be eligible for permanent disability retirement benefits.

(3) Determinations of eligibility and level of retirement benefits shall be determined by the Wisconsin Retirement System.

CHAPTER 29

Miscellaneous Benefits

29.01 Benefits Available to All Departments

(1) Safety Equipment

- a. The village shall furnish all required safety equipment or protective clothing, except as hereinafter modified. The safety equipment or protective clothing furnished by the village shall be used only in the course of an employee's work. Any employee who refuses or repeatedly fails to use the safety equipment furnished or required by the village shall be subject to disciplinary action.
- b. Any employee who is required by the village to wear safety glasses shall be provided not more than one pair of safety glasses every two (2) years. For example, a person who obtains a pair of safety glasses on September 1, 1996 will not be eligible for reimbursement until September 1, 1998. If an eye examination is required for prescription safety glasses, the employee shall be responsible for the cost of the following: eye examination, tints, no-line bifocals, and UV coatings. Items which will be paid for include: frames, safety lenses, anti-scratch coating, and bi-focals (if necessary).
- c. Any employee, except police department employees, who is required by the village to wear safety shoes/boots shall be reimbursed up to budgeted amount upon proof of purchase each calendar year; part-time or seasonal employees shall be eligible for a maximum of one (1) such reimbursement of ½ of the full time employee amount each calendar year.

(2) Fitness Memberships

- a. The village shall reimburse up to \$200 per calendar year to each full-time employee and \$100 for part-time employees who maintains a membership at a health or fitness facility upon presentation of a paid receipt by an employee.

(3) Employee Assistance Program – The Village of North Fond du Lac recognizes that family, marital, alcohol, drug, financial, emotional and psychological problems are conditions that often times can be successfully dealt with and resolved through professional assistance and treatment. It is in the best interest of the employee and the Village of North Fond du Lac that these problems be dealt with and treated when possible.

It is the objective of the Employee Assistance Program (EAP) to allow for early intervention, diagnosis and treatment of personal problems before or as soon as they adversely affect an employee's quality of life at home and/or work. The EAP is designed to accomplish this by providing free, immediate and convenient professional and confidential assessment, referral and follow up services to troubled employees.

The Village of North Fond du Lac realizes an employee's job performance may also be affected when a member of their family is experiencing alcohol, drug, emotional or psychological problems. For this reason, the same offer of assistance is extended to any members of an employee's immediate family/household.

- a. No one is required to know that an employee is seeking help through EAP. Voluntary involvement will remain confidential between the employee and/or family member(s) and the designated EAP facility, according to state and federal law. Employees will not have their job security or promotional opportunities jeopardized by their request for or acceptance of evaluation and treatment.
- b. On occasion, administration may feel it necessary to offer an employee with an unsatisfactory performance record a referral to the Employee Assistance Program for evaluation and possible treatment. The Village of North Fond du Lac's concern in these cases is strictly limited to resolving the effects any personal problem(s) may have on the employee's job performance. EAP treatment records of employees so referred will be confidentially preserved in the same manner as all other medical records.

1. However, when an employee agrees to a management offer of assistance, it will be the responsibility of the employee to comply and cooperate with any prescribed treatment so as to return to satisfactory job performance.

2. An employee's continued refusal to accept evaluation and treatment, or failure to respond to treatment, will be handled in exactly the same way that similar refusals or treatment failures are handled

for all other medical or physical problems, when the result of such refusals or failures continue to affect job performance.

- c. Implementation of this policy will not require, or result in, any special regulations, privileges or exemptions from the standard practices applicable to job performance and work rule requirements.
- d. The primary intent of the Employee Assistance Program is to encourage employees and their families to seek out professional advice and assistance whenever they experience disruptive problems in their life so as to minimize the negative impact on the employee's health, career and overall well-being. This way the best interests of everyone- the employer, its employees and employee's families are served.

29.02 Benefits Available to Police Department Employees

(1) Personal Body Armor

- a. The village shall provide personal body armor to full-time and part-time sworn police officers who are required to wear such armor when on duty.
- b. The village shall replace personal body armor that is damaged or becomes unserviceable in the line of duty or after the armor has been in service for more than five (5) years. The employee shall be responsible for replacing personal body armor that is damaged or becomes unserviceable as a result of negligence, carelessness, or improper care/maintenance by the officer.
- c. Any officer who leaves employment before completing 36 months of service must reimburse the village a pro-rated portion of the original purchase price of the personal body armor. The amount of the reimbursement, which will be deducted from the employee's final check, will be calculated by subtracting the number of months served from 36 and multiplying by 1/36th of the original purchase price.

29.03 Authorized Uses

With prior permission of the department head and after signing the release and waiver of liability, employees may use village-owned facilities, equipment, and other property for the following personal purposes.

- (1) Use of water and washing equipment for washing, waxing, and cleaning personal automobiles and trucks.
- (2) Use of the Public Works Garage and equipment to perform light mechanical and minor body work on vehicles and to do light carpentry and painting.

29.04 Restrictions

The following restrictions will apply to authorized uses of village-owned property for personal purposes.

- (1) Access to a particular facility during off-duty hours will be limited to employees who normally work in and are therefore familiar with that facility and to employees of other departments who they agree to accompany. The employee will be responsible for properly securing any facility that is used during off-duty hours.
- (2) The use may be for the benefit of the employee and their immediate family only.
- (3) The use cannot be for commercial purposes that would result in monetary gain to the employee.
- (4) The employee must provide their own materials, parts, supplies, etc.
- (5) Equipment may not be removed from village facilities unless it is assigned to the employee to be used as part of their regular job duties (uniforms, radios, pagers, weapons, etc.).
- (6) Vehicles may not be used for any personal purpose.
- (7) Employees must pay the normal rental fee for the use of any village facility where such fees are charged to the general public. Employees will not be required to pay the deposit fee.
- (8) The employee must reimburse the village for the cost of repairing or replacing any property that is damaged during personal use.
- (9) The village will not be liable and employees will not be eligible for Worker's Compensation payments for any personal injury incurred when using village-owned property during off-duty hours.

29.05 Unauthorized Uses

Any improper or abusive use of village-owned property or any types of use other than those specifically authorized in this policy may result in the following disciplinary actions.

- (1) Revocation of an individual employee's or a group of employees' personal use privileges; and/or
- (2) Other appropriate disciplinary action, including suspension or termination of the employee.

29.06 Benefits Available to Public Works Employees

- (1) Mechanics will be provided appropriate clothing through a laundry service as determined by the employer.
- (2) The Plant Operator and full-time Public Works Crew employees will be provided 1 jacket every other year, 3 short or long sleeved t-shirts per year, and 2 sweatshirts per year or at the discretion of the department head.
- (3) Clerical employees who are required to wear tops with department logos will be provided with a uniform allowance of \$150 per year to buy such tops.
- (4) The Village will provide as a tool depreciation allowance for the mechanic to be disbursed by February 1 of each year one percent (1%) of the total value of the mechanic's tool inventory as detailed in the annual inventory of the tools to be covered by the Village's insurance policy. Additionally, the Village agrees to continue the insurance policy insuring the mechanic's personal tools on the premises of the Village. The mechanic shall provide an annual inventory of the tools to be covered by the insurance policy. It is recognized that the Village purchases specialty tools for special purposes which are Village property.
- (5) Breaks as scheduled by management.

29.07 Licensing Fees

The employer agrees to pay for the costs of job related license renewals that are required by the Village.

29.08 Benefits Available to EMS Employees

- (1) Non-represented eligible EMS staff will follow the IAFF contract for shoe and pants allowances.

CHAPTER 30 Nepotism

30.01 Hiring Prohibitions

- (1) If members of the same immediate family are employed by the Village, one may not supervise the other nor may they work in the same department, except when approved by the Administrator and Village Board.
- (2) For the purposes of this section, members of the immediate family shall be defined to include spouse, son, daughter, stepchild, father, mother, stepparent, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law.

30.02 Retroactivity

- (1) Nothing in this policy shall affect persons so hired or transferred prior to the effective date of this policy. Furthermore, this policy shall not apply to employees who marry subsequent its adoption.

CHAPTER 31 Political Activity

31.01 Scope of Political Activities

- (1) No employee is precluded from engaging in political activity provided the activity does not interfere with normal work performance, is not conducted during working hours, and does not involve the use of village equipment, property, or other resources.
- (2) Employees are specifically prohibited from seeking contributions to political candidates during working hours and from directly or indirectly coercing any person to contribute monetary or other types of assistance to any political candidate, party, or purpose.
- (3) Employees who are principally employed in positions which are financed in whole or in part by Federal loans or grants are subject to the provisions of the Hatch Act and may not become political candidates in partisan elections.

CHAPTER 32 Sexual Harassment

32.01 Policy Statement

- (1) Sexual harassment is a violation of Section 7.03 of Title VII of the Civil Rights Act and as such will not be tolerated in the Village of North Fond du Lac.
- (2) It is the policy of the village to maintain and ensure a working environment free of any form of employee

harassment, including sexual harassment or intimidation. Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct which creates an offensive working environment or interferes with an employee's ability to perform their job will not be tolerated under any circumstances.

(3) The most productive and satisfying work environment is one in which work is accomplished in a spirit of mutual trust and respect. Harassment is a form of discrimination which is offensive, impairs morale, undermines the integrity of employment relationships and causes serious harm to the productivity, efficiency and stability of our organization.

(4) All employees' have a right to work in an environment free from discrimination and harassing conduct, including sexual harassment. Harassment on the basis of an employee's race, color, creed, ancestry, national origin, age (40 and over), disability, sex, arrest or conviction record, marital status, sexual orientation, membership in the military reserve or use or nonuse of lawful products away from work is expressly prohibited under this policy. Harassment on any of these bases is also illegal under s. 111.31-111.39, Wis. Stats.

(5) This policy will be issued to all current employees and during orientation of new employees.

32.02 Definitions

(1) In general, harassment means persistent and unwelcome conduct or actions on any of the bases underlined above.

(2) Sexual harassment is one type of harassment and includes unwelcome sexual advances, unwelcome physical contact of a sexual nature or unwelcome verbal or physical conduct of a sexual nature.

(3) Unwelcome verbal or physical conduct of a sexual nature includes, but is not limited to:

- a. The repeated making of unsolicited, inappropriate gestures or comments;
- b. The display of offensive sexually graphic materials not necessary for our work;

(4) Harassment on any basis (race, sex, age, disability, etc.) exists whenever:

- a. Submission to harassing conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
- b. Submission to or refraction of such conduct is used as the basis for an employment decision affecting an individual;
- c. The conduct interferes with an employee's work or creates an intimidating, hostile or offensive work environment.

32.03 Recognizing Harassment

(1) Harassment may be subtle, manipulative and is not always evident.

(2) It does not refer to occasional compliments of a socially acceptable nature.

(3) It refers to behavior that is not welcome and is personally offensive.

(4) All forms of gender harassment are covered. Men can be sexually harassed; men can harass men; women can harass other women. Offenders can be managers, supervisors, co-workers, and non-employees such as clients or vendors.

(5) Some examples:

- a. Verbal: Jokes, insults and innuendoes (based on race, sex, age, disability, etc.), degrading sexual remarks, referring to someone as a stud, hunk or babe; whistling; cat calls; comments on a person's body or sex life, or pressures for sexual favors.
- c. Non-Verbal: Gestures, staring, touching, hugging, patting, blocking a person's movement, standing too close, brushing against a person's body, or display of sexually suggestive or degrading pictures, racist or other derogatory cartoons or drawings.

32.04 Grievance Procedure

(1) Any employee who believes he or she is being harassed, or any employee who becomes aware of harassment, should promptly notify their supervisor. If the employee believes that the supervisor is the harasser, the supervisor's supervisor should be notified. If an employee is uncomfortable discussing harassment with their supervisor, the employee should contact the village administrator. Information on your right to file a state or federal harassment complaint is also available from Equal Rights Division of the State of Wisconsin Department Workforce

Development.

(2) Upon notification of a harassment complaint, a confidential and impartial investigation will be promptly commenced and will include direct interviews with involved parties and where necessary with employees who may be witnesses or have knowledge of matters relating to the complaint. The parties of the complaint will be notified of the findings and their options.

32.05 Non-retaliation

This policy also expressly prohibits retaliation of any kind against any employee bringing a complaint or assisting in the investigation of a complaint. Such employees may not be adversely affected in any manner related to their employment. Such retaliation is also illegal under s. 111.322(2m), Wis. Stats.

32.06 Disciplinary Action

The village views harassment and retaliation to be among the most serious breaches of work place behavior. Consequently, appropriate disciplinary or corrective action, ranging from a warning to termination under chapter 12 of this manual, can be expected.

CHAPTER 33 Alcohol & Drug Use

33.01 Policy

The village is committed to the safe operation and maintenance of village facilities and the most productive and efficient utilization of village employees. Consistent with the intent and spirit of this commitment, the village states the following policy with respect to alcohol and drug use by any village employee.

33.02 Prohibition On The Use Of Alcohol

(1) Any village employee determined to be using, possessing, distributing, selling or under the influence of alcohol during working hours (including lunch or break periods), or while on village-owned property or private property under village direction, or while operating or riding in a village vehicle, shall be subject to disciplinary action up to and including termination. The only exceptions to this policy are as follows:

- a. The use, possession, and/or distribution of alcoholic beverages during non-working hours at formally planned business, recreational or social events at designated locations on village property may be permitted with the prior authorization of an appropriate village official responsible for village property or village facilities where the business, recreational or social event occurs;
 1. Definition of work area is an area where a village employee might normally conduct the business of the village.
 2. Alcoholic beverages shall not be consumed in any work area of village premises at any time by any one.
- b. The possession of unopened and/or sealed alcoholic beverages is permitted in personal vehicles (although not within village-owned vehicles) and on village property or facilities except where such possession may be prohibited by the village in the future by modifications to this policy.

33.03 Prohibition On The Use of Drugs

(1) Any village employee determined to be using, possessing, distributing, selling or under the influence of any illegal drug during working hours (including lunch or break periods), or while on village property or on private property under the direction of the village, except as noted below, shall be subject to disciplinary action up to and including termination. Illegal drugs include any "controlled substance" as defined by State Statute or federal laws. Examples of such illegal drugs include but are not limited to marijuana, hashish, amphetamines, barbiturates, tranquilizers, narcotics, cocaine, and hallucinogens such as LSD or PCP. The only exception to this policy is as

follows:

- a. The use of a "controlled substance" as prescribed by a medical or dental practitioner licensed to prescribe "controlled substances" shall not subject any village employee to disciplinary action. If the village employee reasonably expects that such use will affect their faculties in any way contrary to safety, however, the employee must report such use to their supervisor.

33.04 Alcohol and Drug Testing

- (1) Employees involved in an accident while conducting village business are required to take a drug and alcohol test.
- (2) Whenever an employee's supervisor has reasonable cause to believe that a village employee is using and/or is under the influence of alcohol and/or an illegal drug during working hours, the employee may be required to submit to a reasonable medical examination which may include a urinalysis, a blood test, and/or a breath screening test. Any employee who refuses to submit to a reasonable medical examination and/or who refuses to provide a urine, blood, and/or breath sample shall be considered to be insubordinate and subject to disciplinary action up to and including termination of employment.
- (3) Any employee, who denies using, possessing, distributing, selling or being under the influence of any alcoholic beverages or illegal drugs during village working hours (including lunch or break periods) under the preceding paragraphs, may request at village expense a urinalysis, blood test, and/or a breath screening test.
- (4) Random testing will occur for CDL operator licensed staff.

33.05 Public Perception

- (1) Village employees are strongly urged to avoid all activities which would create an apparent conflict with the intent of this village policy.

33.06 Treatment

- (1) An employee experiencing a problem with alcohol or drug use is encouraged to utilize the Employee Assistance Program (EAP) and group health insurance benefits provided by the village for diagnosis and/or treatment of any problem relating to alcohol or drug use. In addition, any employee experiencing a problem with alcohol or drug use is further encouraged to utilize all Fond du Lac County, State of Wisconsin, and federal programs as may be in effect from time to time, which are designed to provide assistance to alcohol and/or drug use abusers and their families in dealing with a wide range of personal problems including alcohol and drug dependency or abuse.

Village employees will not be disciplined for participation in any such county, state or federal programs. However, it is to be understood that if any village employee engages in conduct which is in violation of this village policy regarding alcohol and other drug use, participation in any village group health insurance funded program or any other county, state or federal program will not excuse the village employee from the disciplinary consequences of such conduct.

33.07 Effect on Other Policies

- (1) This policy does not affect the status of any other policies or rules, including rules or policies concerning alcohol or other drug use, with more stringent requirements that may be promulgated by any other agency or department having jurisdiction within or over the village, nor shall it be interpreted as in any way limiting the village's right to discipline or discharge village employees for other reasons.

CHAPTER 34 Workplace Threats and Violence

34.01 Policy

Nothing is more important to the Village of North Fond du Lac than the safety and security of its employees. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or any other individuals by anyone on Village property will not be tolerated. Violations of this policy will lead to disciplinary action which may include dismissal, arrest, and prosecution.

34.02 Removal From Premises

Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts on Village property shall be removed from the premises as quickly as safety permits, and shall remain off Village premises pending the outcome of an investigation. The Village will initiate an appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved.

34.03 Existing Policy Practices or Procedures

No existing Village policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

34.04 Notification of Management

All Village personnel are responsible for notifying the management representative designated below of any threats which they have witnessed, received, or have been told that another person has witnessed or received.

(1) Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job-related or might be carried out on a company-controlled site, or is connected to company employment.

(2) Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior.

(3) If the administrator representative is not available, personnel should report the threat to their supervisor, chief of police, or another member of the management team.

(4) All individuals who apply for or obtain a protective or restraining order which lists company locations as being protected areas, must provide to the administrator a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

34.05 Confidentiality

The Village understands the sensitivity of the information requested and has developed confidentiality procedures which recognize and respect the privacy of the reporting employee(s).

CHAPTER 35 Union Activity

35.01 Union Activity

Union Business: The Union agrees that it will normally conduct its business off the job during non-working hours. This Chapter shall not operate to prevent routine business such as posting of Union notices and bulletins on designated space provided on bulletin boards by the Village.

Business agents or representatives of the Union having Union business with the officers or individual members of the Union may confer with such Union officers or members during the employee's break period or lunch period. If it is necessary to confer with the officer or individual member of the Union during the work period, permission must be obtained from the Village Administrator and it is understood that the employees involved will respond to emergency situations if conferring during that time.

The Union may be granted permission to post notices, announcements and other legitimate materials on bulletin board space designated by the Village at the Village Hall and the Public Works garage. Posting materials shall concern legitimate Union business and shall not be used to post materials of a scandalous, scurrilous or of an internal or local political nature.

The Employer agrees that there shall be no lockout of employees, and the Union agrees that it will not cause, instigate, or permit its members to cause, instigate, nor will any member of the Union take part in any sit-down, stay-in or slow-down or any curtailment of work or restriction of work or interference with work of the Employer. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike, slow-down, stoppage, or any interruption of any of the Employer's operations or picket any of the Employer's premises.

Chapter 36

Fair Share Agreement

36.01 Fair Share Agreement

The Union treasurer shall notify the Payroll Department of the amount certified by the Union to be the fair share of the costs of representation by the Union, referred to above, one month prior to any required fair share deduction. Any changes in the amount to be deducted shall be certified by the treasurer of the Local Union at least thirty (30) days prior to the effective date of such change.

The Employer shall not be required to submit any amounts to the Union under the provisions of this Article for employees who are on layoff, leave of absence, or other status in which they receive no regular pay for a pay period.

Inadvertence or Error. If through inadvertence or error, the Employer fails or neglects to make a deduction that is properly due and owing from an employee's payroll check, such deduction shall be made from the employee's next paycheck and submitted to the Local Union's treasurer.

The Local Union and AFSCME do hereby indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability including court costs and attorney fees, that should arise out of, or by reason of, action taken or not taken by the Village which Village action or non-action is in compliance with the provisions of this agreement, and in reliance on any list or certificates which have been furnished to the Village pursuant to this Article.

Chapter 37

Deferred Compensation Plan

37.01 Deferred Compensation Plan

All eligible employees shall be afforded an opportunity to enroll and participate in a deferred compensation plan and the Village shall deduct the employee's deposit of the designated portion of the employee's income through payroll deduction.

ATTACHMENT A

15.10 (1) – Pay Policies - On Call Pay DPW Employees - \$375 / week

15.10 (1) – Pay Policies – On Call Pay Police Chief – Per WPPA/SORD Union Contract

15.10 (2) – Pay Policies - Stand By Pay - \$2.25 / hour