



**SAMPLE**

# **EMPLOYEE HANDBOOK**

**RELEASED: MARCH 2020**

## **DISCLAIMER**

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

## **WELCOME**

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

## **IMPORTANT FACTS ABOUT THIS HANDBOOK**

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

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

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

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

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

## **EMPLOYMENT STATUS**

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

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

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

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

### **EQUAL OPPORTUNITY EMPLOYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Investigations and Remedial Action:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

[List applicable holidays]

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

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

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

[List vacation schedule]

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

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

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

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

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

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

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

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

#### Eligibility for Leave.

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

#### Type and Amount of Leave Available.

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

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

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

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

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

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

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

**Medical Certification.**

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

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

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

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

#### Return to Employment.

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

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

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

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# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



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

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

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

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

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

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

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

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

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

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

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

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

## REQUESTING LEAVE

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

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

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

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

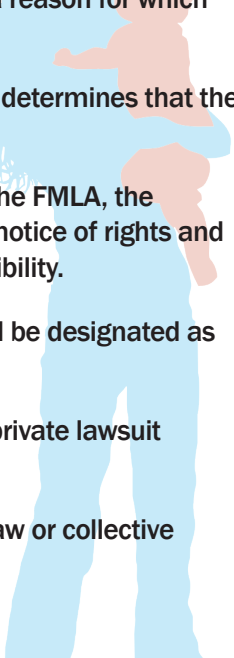
Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

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

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

## EMPLOYER RESPONSIBILITIES

## ENFORCEMENT



For additional information or to file a complaint:

**1-866-4-USWAGE**

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

**www.dol.gov/whd**

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





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

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

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

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

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

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

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

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

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

## **EMPLOYEE BENEFITS**

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

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

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

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

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

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

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

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

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

### **Travel Reimbursements:**

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

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

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

## **EMPLOYMENT POLICIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~ End of Handbook ~

## **EMPLOYEE HANDBOOK RECEIPT**

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

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

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

(Please Print)

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

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