

# EMPLOYEE HANDBOOK



James R. Ryan Municipal Building

VILLAGE OF HALES CORNERS  
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## **I. INTRODUCTION**

### **A. WELCOME**

The Village intends to promote employment policies and practices which aid in the recruitment and retention of high quality employees. The purpose of the Village's policies and practices is to provide a safe, harmonious and productive service-oriented environment.

### **B. ABOUT THE EMPLOYEE HANDBOOK**

This Handbook applies to all full-time employees of the Village. The Handbook applies to part-time and temporary employees as specifically provided in each section. If any provision of this Handbook conflicts with the provisions of a collective bargaining agreement for employees covered by such an agreement, the terms of the collective bargaining agreement shall prevail.

The Village believes that uniform personnel policies ensure that the principles of fairness and merit are the basis for all personnel matters. This Handbook is intended to inform you of the Village's employment policies and practices, as well as benefits provided to by the Village. This Handbook is also intended to inform your responsibilities as a Village employee.

Although the Handbook provides answers to many questions you may have about the Village's employment policies and practices and benefits available to you, it is not possible to answer every question that you may have as an employee. The Village continues to value on-going interchange among all of us as we work together as a team. If you have questions that are not addressed in this Handbook or something is unclear to you, please discuss it with your immediate supervisor.

You are responsible for reading this Handbook. Evaluation of your performance will in part be based on your adherence to the policies and procedures of the Village.

This Handbook is not intended to create, nor does it create, any contractual rights, express or implied, nor does it guarantee employment. Employment with the Village is at-will and not for any definite period of time. You or the Village may terminate your employment at any time, for any reason or not reason, with or without advance notice.

Notwithstanding any provision of this Handbook, the Village may and will make employment-related decisions on a case-by-case basis. No employee of the Village has any authority to enter into any contract for employment, express or implied, for any specified period of time, or to make any agreement contrary to the at-will employment status of Village employees.

The provisions of the Handbook are guidelines. The Village, at its option, has the right to establish, maintain, revise, delete and enforce any provision or parts of any provision in this Handbook at any time without prior notice. The Village will make every reasonable effort to keep you informed of any changes to the provisions contained in this Handbook. Only the Village Administrator or Village Board may alter or modify any of the provisions in this Handbook and any such modification must be in writing and signed by the Village Administrator.

or Board's designee. No statement or promise by a supervisor, manager, or department head constitutes or should be interpreted as constituting a change in policy or an agreement with any employee.

To the extent that any policy may conflict with federal, state, local laws, Police Department Rules or Regulations adopted by the Police Commission, or Collective Bargaining Agreements, the Village will abide by the applicable federal, state, local law, Police Department rules and regulations or Collective Bargaining Agreement provision.

### **C. PUBLIC RELATIONS/MEDIA CONTACT**

It has always been the Village's policy to cooperate as fully as possible with news media inquiries and to communicate truthfully with the media on Village matters appropriate for public knowledge. To ensure accuracy regarding the organization or its actions, the Village Administrator or Department Heads will serve as the only authorized media spokesperson for the organization. No other employee may grant an interview concerning Village business to any form of media without prior written permission from the Village Administrator.

## **II. EMPLOYMENT POLICIES**

### **A. EQUAL OPPORTUNITY EMPLOYER**

The Village's success depends on our ability to use the skills and talents of our employees regardless of their age, race, creed (religion), color, disability, marital status, sex, sexual orientation, national origin, ancestry, arrest record, conviction record, membership in the National guard, state defense force, or any military reserve unit, the use or nonuse of lawful products off the employer's premises during nonworking hours, or any other status protected by local, state or federal law. This applies to all employment decisions including, but not limited to, recruitment, hiring, compensation, benefits, promotions, transfers, layoffs, discipline, termination, and other conditions of employment.

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

### **B. ANTI-HARASSMENT POLICY**

The Village is committed to providing all employees with a work environment free from harassment of any kind. All employees are expected to refrain from any intimidation or harassment, including sexual harassment of other employees or applicants for employment based on membership in a protected employment classification. Any employee who violates this policy may be subject to disciplinary action, up to and including discharge.

Harassment occurs when unwelcome conduct, comments, touching, teasing, joking, or intimidation is directed at an individual based on his/her membership in a protected class and interferes with work or creates an intimidating, hostile or offensive environment. Unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature are also serious violations of this policy and are prohibited. Examples of this type of conduct include, but are not limited to, unwelcome sexual flirtations, advances, or propositions, displays of sexually suggestive objects or pictures, or sexually explicit or offensive jokes.

No manager, supervisor or other employee may threaten or imply, either explicitly or implicitly, that another employee's or applicant's refusal to submit to sexual advances or other harassing conduct will adversely affect any condition of that person's employment or career development.

Anyone who believes that they have been subjected to harassment by a coworker, vendor or constituent or feels they have witnessed a co-worker being harassed must bring the matter to the immediate attention of their supervisor or the Village Administrator.

## **Procedures**

If you believe that you have been subject to harassing behavior, you are encouraged to first tell or otherwise communicate to the alleged harasser that you find such behavior offensive and ask that the behavior stops. If the harassment continues or if you feel uncomfortable talking to the alleged harasser, you should report the situation to your direct supervisor or any member of Village management. If you feel uncomfortable talking to your direct supervisor about the matter or the alleged harasser is your immediate supervisor, or if the matter is not resolved after you speak to your direct supervisor about the matter, you should report the matter to the attention of the Village Administrator.

We realize that situations of possible harassment can be sensitive. All allegations of harassment will be treated seriously and investigated promptly and discreetly. Confidentiality will be maintained to the extent possible during the investigation. If an investigation shows that harassment has occurred, the Village will take immediate and appropriate action reasonably designed to stop the harassment and prevent recurrences, which may include discipline, up to and including discharge, of the harasser.

Retaliation or discrimination against someone for complaining about harassment is prohibited and will not be tolerated. Retaliation against witnesses or other individuals who cooperate in a harassment investigation is also prohibited. If you believe you have been retaliated against, even if the retaliation is subtle, you should report this fact immediately to the Village Administrator. Anyone found to have retaliated against an individual because of a harassment complaint or because of cooperation in the investigation of a complaint may be subject to discipline, up to and including discharge.

The Village recognizes that false allegations of harassment may have a serious impact on innocent individuals and will take appropriate action if an employee files a false claim of harassment against another employee.

### **C. AMERICANS WITH DISABILITY ACT**

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

### **D. TOBACCO FREE WORKPLACE**

The Village provides a tobacco and smoke-free environment. There is no tobacco use or smoking including e-cigarettes allowed on Village property, buildings or in any Village equipment including Village owned vehicles. A violation of this policy may result in discipline, up to and including discharge.

### **E. ALCOHOL AND OTHER DRUG FREE WORKPLACE**

The Village provides an alcohol and other-drug-free workplace. The use, distribution, possession or dispensing of any illegal drugs or controlled substances, except prescribed medication as provided in this policy, by any employee while at work, on Village property, in Village vehicles, or while performing work for the Village while off Village property is strictly prohibited. Employees are prohibited from reporting to work or working while under the influence of alcohol or other drugs, except as provided by this policy.

Medications prescribed by a physician may be possessed and used on premises during working hours by the employee for whom they were prescribed, as long as they have been legally prescribed for the employee, are kept in the original container and are used in strict accordance with the prescription. In the event an employee is prescribed a medication that might adversely impact his or her behavior, attitude or performance, the employee must inform his or her supervisor prior to reporting for work or working with the medication in his or her system.

The Village will require drug and/or alcohol testing under the following circumstances:

1. Post-offer of employment and prior to starting work;
2. After an on-the-job accident or injury resulting from the performance of the employee's job duties;
3. Reasonable suspicion that an employee is violating this policy;
4. Random for employees who are required to have a CDL license to perform the duties of their job and safety sensitive positions deemed appropriate by the Village Administrator.

## **F. WEAPONS POLICY**

By this policy, the Village intends to promote a safe environment for employees and other individuals who interact with Village employees.

A “weapon” is any device designed as a weapon and capable of producing death or harm to another person including, but not limited to, firearms, handguns and explosive devices.

The possession or control of any weapon or threatening the use of a weapon in the course of employment by Village employees in any Village facility, during the performance of their job duties whether on or off Village property is strictly prohibited except for the following:

1. Use of a knife, such as a utility knife, with a blade no longer than three (3) inches in length for approved Village work; or
2. Law enforcement officers in the performance of their official duties.
3. This policy does not prohibit Village employees from storing a weapon in their personal vehicle while the vehicle is on Village property or while using their personal vehicle during the course of performance of the job duties for the Village. Weapons stored in an employee’s personal vehicle while the vehicle is on Village property or while the vehicle is being used in the course of employment with the Village must be secured in the vehicle.

## **G. WORKPLACE VIOLENCE**

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

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

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

## **H. CODE OF ETHICS AND CONFLICTS OF INTEREST**

Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between their personal interests and those of the organization. The Village needs to know that the transactions employees participate 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. It is the expectation of the Village Board that every Village Board member and Village employee will act ethically in the performance of his/her duties so that the actions of the employee will reflect positively on the Village and the employee as an individual. Each employee should at all times conduct himself/herself in a manner that will not conflict with local, state or federal law. Whenever employees are in doubt, they should consult with their manager.

Village policy and State law prohibit employees from engaging in the following conduct:

1. Soliciting or receiving from any person or acting as a mediator for any fee, gift, or other thing of value in the course of their 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.
2. 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, or change in pay.
3. Engaging in political activity by making use of one's position to further the candidacy of any person or engaging in political work during regular working hours. Nothing in this section shall be construed to interfere with the right of any employee to become a member of a political club, to attend political meetings, to express his or her opinion on all political subjects, and to enjoy freedom from all interference in casting his or her vote.
4. Village employees should be aware that State law prohibits any local government official and public employees from accepting anything of value from any person or company, if it may be viewed as a reward for any official action or inaction taken by the local public official or public employee. State law also prohibits any local public official or public employee from accepting anything of value if it could reasonably be expected to influence his or her official actions or independent judgment.

Village employees are also prohibited from using one's position to further the candidacy of any person or engaging in political work during regular working hours. Nothing in this section shall be construed to interfere with the right of any employee to become a member of a political club, or attend political meetings during non-work time, to express his or her opinion on all political subjects, and be free from all interference in casting his or her vote.

Employees are encouraged to speak with their managers regarding any questions they may have regarding possible concerns under this policy. Employees may also contact the Village Administrator with questions about any situation that may raise concerns under this policy.

## **I. EMPLOYMENT OF RELATIVES**

The Village does not prohibit hiring relative of Village employees. However, close family members (spouse, parent, child, sibling, in-laws) will not be hired into or allowed to transfer to positions where there is a direct or indirect supervisory relationship between the two employees. If two employees marry and are in the same chain of command, the employees will be given an opportunity to decide which of them will resign or request a transfer to a vacant position for which the employee is qualified. In such circumstances, the employee requesting a transfer is not guaranteed the open position, only an opportunity to be considered for such position.

## **III. HOURS OF WORK/ATTENDANCE**

### **A. WORK SCHEDULE**

Regular full-time non-exempt employees shall normally work 40 hours per week, 8 hours per day or 2,080 hours annually at their regular rate of pay. General office hours for Village Hall are 8:00 a.m. to 5:00 p.m. Monday through Friday. Hours of work are determined by the Village Administrator or designee based on the needs of the Village and the Village reserves the right to change an employee's work schedule as well as the number of hours worked. In order to serve the public, it is critical that employees be at work and ready to begin work by their scheduled work time and be at work until their scheduled end time.

Regular full-time non-exempt Fire Department personnel shall normally work 56 hours per week, 24 hours per day or 2,912 hours annually at their regular rate of pay.

Hours of work for exempt employees are determined primarily by their current work load.

### **Breaks/Meal Period**

Nonexempt regular full-time employees receive two (2) 15 minute paid breaks. Employees are not to leave the premises during the paid break periods. All employees who work a minimum of six (6) hours per day receive a 30 minute unpaid meal break. Nonexempt employees should record their lunch period on their time sheet. Employees are encouraged to leave their work area during this unpaid meal break.

### **B. OVERTIME**

Non-exempt employees who are required by their immediate supervisor to work more than 40 hours in a workweek (Sunday through Saturday) or 56 hours per workweek for fire protection personnel, will be paid at the rate of time and one-half their regular hourly rate of pay. All overtime work must be approved in advance by the employee's immediate supervisor. An employee may elect to receive compensatory time off in lieu of overtime pay. An employee may

not accrue more than 40 hours of compensatory time per year. An employee who accrues 40 hours of compensatory time off will be paid for any additional overtime worked and will not be able to elect compensatory time in lieu of overtime pay until the employee's accrued hours of compensatory time is less than 40 hours. All earned but unused compensatory time will be paid out on the first regular payroll after December 1 of each year. An employee who works unapproved overtime may be subject to discipline.

Exempt employees (department heads) are not eligible for overtime pay or compensatory time off in lieu of overtime pay.

## **C. FAIR LABOR STANDARDS ACT (FLSA)**

### **COMPLIANCE POLICY**

**PURPOSE:** To identify the Fair Labor Standards Act (FLSA) exemptions, as applied by the Village of Hales Corners, and to define the procedures for accrual and use of overtime compensation and for payroll deductions pursuant to the Fair Labor Standards Act (FLSA).

**SUMMARY:** The Fair Labor Standards Act (FLSA) sets the minimum wage, overtime pay, equal pay, record keeping and child labor standards for covered Village employees. Additionally, FLSA classifies employees into two main categories: exempt and non-exempt; which determine the titles that are eligible for paid overtime.

Wisconsin law covers many of the same compensation issues as the FLSA. The Village of Hales Corners will coordinate compliance with both laws and adhere to the standard that provides the greater protection to employees.

Certain Village of Hales Corners collective bargaining agreements provide overtime compensation in circumstances the FLSA or Wisconsin Law would not require. In all such instances, the terms of the collective bargaining unit will apply.

### **OVERTIME COMPENSATION:**

**Non-exempt Employees:** Employees are covered by the Fair Labor Standards Act (FLSA) and considered non-exempt unless their position meets one of the exempt definitions as an executive, administrative, learned professional, highly compensated, exempt computer or exempt professional title and all activities directly and closely related to such work. In order to comply with the FLSA, non-exempt employees will be paid overtime compensation [at least one and one half times the regular rate of pay] for ***“all hours worked”*** in excess of forty (40) in a workweek for regular full-time employees in excess of fifty-three (53) hours per week for fire protection personnel. In order to receive overtime compensation, the employee must ***“suffer or be permitted to work.”***

**“All hours worked”** does not include, for example, holidays, vacations, sick leave or bona fide meal breaks (breaks at least 30 minutes when the employee is completely relieved of duty. The Village reserves the right to include paid time off as included in all hours worked.

To “suffer or be permitted to work” means that if the Village requires or allows employees to work, the time spent is generally hours worked. Thus, time spent doing work not requested by the Village, but still allowed, is generally hours worked, since the Village knows or has reason to believe the employees are continuing to work and the Village is benefiting from the work being done, commonly referred to as “working off the clock.”

Fire protection personnel with accrued FLSA overtime, will be paid the calculated rate based upon 212 hours per 28 day cycle from the date of hire through the end of the nearest 28 day cycle that could be paid with the first paycheck each December. Personnel will receive the calculation one week prior to the payment and must report any discrepancies within forty-eight (48) hours of receipt of calculation to the payroll administrator.

## **OVERTIME UTILIZATION**

Overtime hours worked by Village employees will be held to a minimum, consistent with the needs of the Village and service to all citizens. Each department shall be responsible for utilizing other alternatives prior to assigning overtime to employees. Overtime work should only be authorized in the event of an emergency or when service demands result in no other reasonable alternative. Careful oversight should be exercised by department heads and supervisors who authorize overtime work.

Working Time Limitations:

All non-exempt employees are required to abide by the following:

- Work shall not be engaged preceding or following an employee’s scheduled hours of work unless directed to do so by a supervisor.
- Work shall not be taken home or engaged in at home unless directed to do so by a supervisor.
- Work shall not be engaged in during any lunch period except at the direction of the employee’s supervisor, unless the lunch period is treated as paid time in accordance with Village of Hales Corners policies and /or collective bargaining agreements.
- All hours worked shall be documented, and shall be verified.
- All supervisors are responsible for reviewing and approving employee work time records to verify accuracy.

## **WAGE DEDUCTIONS**

**Prohibited Wage Deductions:** improper wage deductions to exempt employees are prohibited by the Village, pursuant to FLSA. For example, deductions are not permitted for the following:

- Absences occasioned by the Village or by the operating requirements of the Village;
- Absences caused by jury duty;
- Absences caused by attendance as a witness, where an employee is under subpoena to be present in court; and
- Temporary military leave.

The Village may offset any amount received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week, without loss of the employee's salaried status. Exempt employees will not be deducted wages for jury duty in a week in which the employee performs any work. However, in instances where juries are served for extended periods of time, exempt employees will not be paid for workweeks in which they perform no work.

**Compliant Procedure:** improper wage deductions are prohibited by the Village. However, in the event an exempt employee is inappropriately deducted wages or desires to file an internal wage and hour complaint, the employee shall notify his or her direct supervisor immediately. The supervisor will work with the Village Administrator to investigate the complaint and to resolve the improper deduction issue and appropriately reimburse the employee, if warranted.

**Permitted Wage Deductions:** the following deductions from wages are allowed under the FLSA without affecting an exempt employee's salaried status:

Deductions from pay on *any basis* (i.e. by the day or even part of the day):

- Suspensions for infractions of safety rules of major significance (i.e. those relating to the prevention of serious danger in the workplace or to other employees).

Deductions from pay on an hour-for-hour basis:

- Absence for any hours taken as intermittent or reduced FLMA leave within a workweek;
- Absence when accrued leave was not approved, not used, or has been exhausted; and
- Absence for a budget required reason.
- Deductions from pay in increments of one or more full days:
- Absence for personal reasons; and
- Absence occasioned by sickness or disability.
- Deductions for unpaid disciplinary suspensions for infractions of workplace conduct rules (such as sexual harassment, workplace violence) imposed pursuant to Village of Hales Corners written policies applicable to all employees.
- Deductions for full-workweek suspensions, regardless of the reason.

**RECORDKEEPING:** The Deputy Clerk/Treasurer is responsible for appropriate recordkeeping practices to ensure compliance with FLSA requirements.

**EXEMPTION DETERMINATION TESTS:** Exemptions from both the minimum wage and overtime pay requirements of the Fair Labor Standards Act (FLSA) for any employee in a bona fide executive, administrative, professional, recreational, computer, or highly compensated employee title shall be determined by the Village Administrator in consultation with the Village Attorney. All other employees shall be considered non-exempt.

#### **D. ABSENCE/TARDINESS**

In the event of illness or other absences whether for all or part of the workday, employees should notify their immediate supervisor as soon as possible and preferably at least two (2) hours prior to the employee's scheduled start time each day of absence. Absence and tardiness affects not

only our service to the public, but also co-workers. Absence and tardiness affects the Village's scheduling and accomplishing work.

If an employee is absent from work due to illness or injury for three (3) consecutive work days, the employee may be required to submit a doctor's excuse or other medical authorization prior to being allowed to return to work. If an employee is asked to submit a medical authorization and fails to do so, the employee may be subject to discipline up to and including termination.

Absence from work without permission or proper notification may result in discipline up to and including termination.

#### **E. SEVERE WEATHER/EMERGENCY CLOSINGS**

At times, emergencies such as severe weather, fires, power failures, etc. may disrupt Village operations. In extreme cases, these circumstances may require closing a Village facility. If a non-exempt employee is sent home because of weather conditions, or is called at home and told not to report to work, the employee may elect to use accrued paid time off to cover hours or work missed, if the employee chooses not to use accrued paid time off to cover the hours of work missed, or does not have any accrued leave, the hours will be unpaid.

If an employee is unable to report to work due to weather conditions, an employee may elect to substitute accrued paid time off or compensatory time to cover the missed hours of work. If an employee does not have any accrued paid time off or compensatory time, the time off will be unpaid.

#### **F. OUTSIDE EMPLOYMENT**

Employees may engage in outside employment subject to the following limitations:

1. Employment shall not interfere with performance of Village of Hales Corners job duties including emergency or overtime requirements;
2. Employees shall notify the Village Administrator prior to engaging in any outside employment opportunity; and
3. Employment shall not involve any position which would cause a conflict of interest with the employee's duties as a Village of Hales Corners employee **and** shall not include employment that would place the Village of Hales Corners in a negative light based upon duties.
4. Employee may not utilize Village accrued sick time for injuries sustained while performing outside employment activities.

Employees may be denied the approval for outside employment where it appears that the outside employment might:

1. Render employee unavailable during an emergency;
2. Physically or mentally exhaust the employee to the point where performance of Village duties may be affected;
3. Require that any special consideration be given to Village operational schedules for regular or emergency call out duties; and

4. Bring the Village into disrepute or impair the operation or efficiency of the Village, Department or employee.

#### **IV. EMPLOYEE CLASSIFICATIONS/HIRING/PAY/EVALUATIONS**

##### **A. EMPLOYEE CLASSIFICATIONS**

An employee is defined as a person who works for the Village for compensation in the form of wages and excludes elected officials. Each employee can be classified as one of the following categories: full-time, part-time, temporary, or introductory. These employees can be further categorized as exempt or non-exempt and represented or non-represented. The classifications are maintained as part of your personnel record and determine your employee benefits. For the purpose of these classifications and this handbook, the following definitions will apply:

1. **Full-Time** – an employee who has successfully completed the introductory period and who is regularly scheduled to work not fewer than 2,080 hours per calendar year and accumulating at least 1,560 hours of paid time each calendar year. Fire Department full-time personnel are those regularly scheduled to work not fewer than 2,912 hours of paid time each calendar year. A full-time employee is eligible for those benefits described in this handbook.
2. **Class A Part-Time** – an employee who has successfully completed the introductory period and who is regularly scheduled to work 600 hours to 559 hours each calendar year and one who accumulates at least 75% of the specifically scheduled hours as paid time each calendar year.
3. **Class B Part-Time** – an employee who, after having successfully completed an introductory period, is regularly scheduled to work at least 600 hours each calendar year and who accumulates 75% of the specifically scheduled hours as paid time each calendar year.
4. **Temporary** – an employee who is employed only sporadically or seasonally, with no expectation of regular work throughout a calendar year. Temporary employees are only eligible for benefits required by law.
5. **Exempt** – an employee whose position meets the overtime exemption tests established by the Fair Labor Standards Act (FLSA) and State law. These employees are paid on a salary basis and exempt from overtime pay requirements.
6. **Non-Exempt** – an employee whose position does not meet FLSA and State law overtime exemption tests. Non-exempt employees are paid on an hourly basis and are eligible for overtime pay.
7. **Represented** – individuals who are represented by a labor association and covered under a collective bargaining agreement with the Village.

8. **Non-Represented** – individuals not covered by a collective bargaining agreement.
9. **Volunteers** – individuals who are not considered Village employees and are not entitled to benefits. Volunteers are covered under the Village's liability insurance policy and workers compensation (medical only as secondary payee). Volunteers may be eligible for reimbursement for expenses incurred on the Village's behalf if approved prior to purchase. Hours of volunteer service by Village employees shall not be counted as hours worked for any purposes set forth in this handbook.

## **B. AUTHORIZATION TO HIRE/PREEMPLOYMENT DRUG SCREEN/PHYSICAL EXAMINATION/START DATE**

The Department Head is responsible for submitting an approved Hiring Request for any open position he/she wishes to fill. The completed request shall be submitted to the Village Administrator for review and approval. Village Board approval may be required for filling permanent full-time positions. A Personnel Action Form must be completed by the Department Head and signed by the Village Administrator before making any salary offer or salary adjustment to any employee's or potential employee's pay. This will eliminate any miscommunications regarding salary or other conditions of employment. The Department Head should request that an offer letter be sent to any new employee verifying all the terms of employment. An offer of employment will be contingent upon the candidate successfully passing a pre-employment drug screen and a physical examination.

Once a conditional offer of employment has been made to a candidate, the Village Administrator should arrange for a pre-employment drug screen and a physical exam for the new employee. No employee may begin work before the results of the drug screen and physical exam are obtained. If a candidate does not successfully pass the pre-employment drug screen and/or physical examination, the offer of employment will be revoked. All information regarding the results of a drug screen and physical examination will be kept strictly confidential and will not be shared with any Village employee other than those individuals authorized to deal with the confidential information.

New employees should begin their first day of employment on a Monday. They should report to the Clerk/Treasurer to complete payroll and/or benefit paperwork. New employees must present appropriate documentation to prove their identity and ability to work in this country in order to start work. (See "Employment Eligibility Documents" Policy).

## **C. BACKGROUND CHECKS**

The position an individual applies for and the information he/she gives during the interview process will determine what contingencies may apply to an offer of employment. All persons applying for any position with the Village will be subject to reference checks with former employers and/or managers. Unless required by law, reference checks will not be shared with the potential employee. Individuals' claims to have certain educational credentials, either in writing or in an interview, are subject to verification.

Positions that have responsibility for initiating or affecting financial transactions will require a credit check of any individual offered such a position. These responsibilities could include, among other things, collecting or handling cash or checks, writing checks or approving them, access to a direct money stream or as a fiduciary to the organization.

Any potential employee who will be driving a Village vehicle or driving a personal vehicle on Village business shall provide proof of insurance annually. Depending upon the job requirements, some employees may have to comply with the Department of Transportation requirements for a Commercial Driver's License.

For positions that require employees to enter the homes of clients/customers, the employee will be subject to a criminal background check. Only the Village Administrator or his/her designees, who are authorized to do, so may initiate or receive criminal background information.

Information gained from any of the above background checks will be held in confidence and shared with management individuals only on a need-to-know basis.

#### **D. EMPLOYMENT ELIGIBILITY DOCUMENTS**

Federal regulations require the Village to comply with the Immigration Reform and Control Act of 1986. All new employees must complete an I-9 Form and provide proof of their identity and their ability to work in this country. The Clerk/Treasurer is responsible for obtaining the I-9 Form and verifying the eligibility to work in the United States. Employees will be expected to complete the I-9 Form during orientation on their first day of work. The Clerk/Treasurer will properly complete the Employer Section of the I-9 Form. If a new employee is unable to provide the necessary documentation within three working days from the date of hire, he/she must provide proof that he/she has applied for the required documents. If this is not provided, the employee will be terminated.

If a manager is notified by any governmental agency that it is going to conduct an inspection of the I-9 documents, the manager should contact the Clerk/Treasurer immediately.

#### **E. NEW EMPLOYEE ORIENTATION PERIOD**

The first year of employment is considered the orientation/training period. This period of time allows the Village an opportunity to review an employee's skills, ability, and attitude and allows the employee with an opportunity to evaluate the Village as an employer. The employee's immediate supervisor will conduct an evaluation of the employee's performance each calendar quarter or ninety (90) days of employment and again at the end of the orientation period. After completing the orientation period, Village employees continue to be at-will employees and may terminate or be terminated at any time for any reason with or without notice. In an effort to ensure a smooth transition to the Village, all newly hired employees need to participate in an Orientation.

Orientation is the joint responsibility of the new employee's supervisor and the Clerk/Treasurer's Office. The Clerk/Treasurer will be responsible for providing new employees with an overview of the organization's policies, procedures, and benefits.

All new employees must attend an Orientation session. During the Orientation session, the employee will receive an employee handbook and will be given an opportunity to ask questions about any information contained in the employee handbook.

The new employee's supervisor is responsible for ensuring that each employee attends an Orientation session. In addition, supervisors are responsible for all job training as well as introducing the new employee to his/her coworkers. Supervisors should ensure that they talk often with new employees during the first few weeks of their employment.

## **F. PAY DAYS**

Pay day is every other Thursday. Bi-weekly pay for salaried employees shall be calculated by dividing the annual salary by 2,080 hours, a standard full time year for employees other than Fire Department personnel whose full-time annual salary is calculated by dividing the annual salary by 2,912 hour. Hourly employees are paid bi-weekly, on Thursday for the hours worked during the pay period. Nonexempt/hourly employees must complete a time sheet for each pay period and turn it into their supervisor no later than Monday 8:00 a.m. on the (day of week) following the end of the pay period.

Direct Deposit. Wages will be paid pursuant to the Village's direct deposit program at no cost to employees. Employees will be able to designate their specific bank accounts for receipt of direct deposit wages subject to the limits available through the Village's financial software.

If a holiday should fall on a Thursday, payroll statements will be distributed the preceding Wednesday, after 3PM. If you have an approved vacation day scheduled for a Thursday, you may request your payroll statement after 3PM on the preceding Wednesday.

## **G. PERSONNEL RECORDS**

The Village is required to keep accurate, up-to-date employment records on all employees to ensure compliance with state and federal regulations, to keep benefits information up to date, and to make certain that important mailings reach all employees. All information contained in personnel files is the property of the Village and is considered confidential as permitted by state law.

Employees must inform the Village of any necessary updates to their personnel files such as a change of address, changed telephone numbers, emergency contact, marital status, number of dependents, or military status. Employees also should inform their supervisor and the Administrator of any outside training, professional certifications, education, or any other change in status. In addition to a general personnel file, the Village maintains a separate medical file on each employee. Access to an employee's medical file is extremely limited and based on a need-to-know only basis.

All current employees may be permitted to review their personnel files at reasonable times with reasonable notice. An employee who wishes to review his/her personnel file should contact the Village Administrator. Employees may review his/her personnel file up to two (2) times per year. Employees should provide at least three (3) days advance notice of request to review file. An employee designated by the Village Administrator will be present when the employee views his/her file. An employee may not remove any materials from his/her personnel file.

**H. PERFORMANCE REVIEWS**

Periodic reviews of an employee’s performance are an important part of the employment relationship and provide an opportunity for the employee to hear how he or she is doing and also how performance could be improved. It is also an opportunity for the employee’s supervisor to received feedback from the employee concerning any difficulties with the job duties or other concerns that the employee may have with his or her employment. Generally, performance reviews are conducted on an annual basis. Performance evaluations directly impact potential wage adjustments under the Village’s Performance Merit Increase Program.

**V. BENEFITS**

**A. VACATION**

Full-time employees hired prior to July 31, 2016 will earn the following vacation credits:

Monthly Credit	Annual	Years of Service
6.67 hours	80	0-3
10 hours	120	4-8
11 hours	132	9-10
12 hours	144	11-15
14 hours	168	16-17
15 hours	180	18
16 hours	192	19-21
18 hours	216	22+

Class A Part-time employees hired prior to July 31, 2016, will accrue vacation based upon years of service and a prorated hours of service in the prior calendar year from the table above.

Full-time and Class A Part-time employees hired after July 31, 2016 will earn the following vacation credits:

Monthly Credit	Annual	Years of Service
6.67 hours	80	0-3
10.00 hours	120	4-15
13.33 hours	160	16-21
16.67 hours	200	22+

Class A Part-time employees hired after July 31, 2016, will accrue vacation based upon years of service and a prorated hours of service in the prior calendar year from the table above.

Up to 30 days (240 hours) of unused vacation time can be carried over to the next calendar year. Accrual from one vacation year into another is permitted for extenuating circumstances upon submission to the department head and subject to Village Administrator approval. The Village Board will receive notice of any extenuating circumstance accruals beyond the limit authorized under this section.

Vacation accruals will be credited upon the first of the month following a full calendar month of employment.

Vacation requests must be submitted to the appropriate supervisor and approval obtained in advance prior to taking vacation.

In the event of termination, employees will be paid for any accrued but unused, vacation hours.

## **B. HOLIDAY PAY**

All full-time employees will receive eight (8) hours of straight-time pay for the following holidays:

The last normal work day prior to New Year's Day  
New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
The day immediately following Thanksgiving Day  
The last normal work day prior to Christmas Day  
Christmas Day  
1 Floating Holiday

All full-time management personnel shall receive three (3) personal days (eight hours of straight time pay per day) in addition to the above holidays. All full-time fire department personnel shall receive (3) personal days (defined day as eight hour shift per day for total of twenty-four (24) hours of paid time off) in addition to the above holidays. Personal days not utilized in any calendar year will lapse and are not available for carry over to subsequent years.

Class A shall have the same holidays and will receive the benefits on a prorated basis based on the budgeted Full time Equivalency of the position held by the employee.

If the holidays stated above that fall within a period of vacation, the eligible employee will not be charged with vacation hours for the holiday but will be paid for the holiday at the appropriate rate.

### **C. SICK LEAVE**

Full-time employees earn sick leave at the rate of eight (8) hours per month beginning the first of the month following a full calendar month of employment.

Earned sick leave credits may be accumulated up to 90 days (720 hours). Employees hired before July 31, 2016 with accumulated sick leave greater than 720 hours, will have those hours frozen at the amount available as of December 31, 2017. No further accumulations of frozen sick leave will accrue. In the event that frozen sick leave hours are used, no new accumulation of hours will be allowed to exceed the 720 hours adopted under this policy.

On the first day of absence from duty, the employee, or someone on his/her behalf, must notify his/her supervisor of the reason for such absence before the employee's scheduled start time. If the duration lasts longer than one (1) shift coverage day, the employee must notify his/her supervisor daily or state the probable date of return to work. Employees will be required to furnish a certificate from a licensed medical care provider to support a request for sick leave if it exceeds three (3) shift coverage work days. The Village reserves the right to investigate the use of all sick leave and potential abuse of the sick leave policy is subject to discipline up to and including termination.

All employees hired prior to July 31, 2016, who have frozen sick leave up to 720 hours upon retirement or separation may convert 50% of the value of the frozen sick bank leave as a cash payment or up to 75% of the value of frozen sick leave towards health insurance premiums under the Village insurance plan. Any sick leave earned after December 31, 2017 will accrue up to the maximum of 720 hours but will not be eligible for payment or conversion. Employees hired after July 31, 2016 are not eligible for any sick leave payments or conversion.

### **D. SHORT-TERM DISABILITY INSURANCE**

All regularly appointed full-time employees are required to participate in the group short-term disability insurance program. Mandatory payroll deductions for this coverage under the policy are required. The details of this policy coverage are explained in separate booklets issued upon request of the employee. The insurance plan selected by the Village, the coverage provided by the plans and the insurance company offering the coverage may be altered, amended or discontinued by the Village at any time, in the Village's sole discretion.

### **E. WORKERS COMPENSATION**

All employees are covered by workers compensation insurance, which is paid for by the Village. If you should become ill or injured as a result of your job, you may be eligible for workers compensation benefits. You should notify your supervisor immediately of any work-related accidents, injury or illness.

Differential payment will be made by the Village and shall not be funded from or affect accumulated sick leave days or their continued accumulation up to the limit provided above. Each claim for workers compensation payment shall be reviewed by the Village Board of

Trustees through its Personnel Committee every 30 days for determination of continuing eligibility.

## **F. TRANSITIONAL DUTY POLICY**

**PURPOSE:** To establish a uniform procedure for the administration of Village-wide restricted/modified duty assignment program for employees who are temporarily disabled from performing their duties of their regularly assigned positions due to a work-related injury or illness. This program is intended to provide temporary reassignment of an injured employee only until such time as any of the following occur:

- The employee is medically released to perform the full range of duties of his or her position;
  - The restricted/modified duty assignment is discontinued at the request of the attending physician;
  - The employee is medically determined to be permanently disabled and consideration is given to modification, transfer, termination or retirement; or
  - The restricted/modified duty assignment is discontinued at the option of the Village.
- **NOTE: This policy is not applicable to employees who are temporarily disabled as a result of a non-work related injury or illness. The Village Board may approve non-worked related transitional duty requests on a case by case basis if assignments are available with a written doctor's approval that such duties are permitted under the medical restriction.**

**SUMMARY:** It is the policy of the Village of Hales Corners to attempt to provide meaningful work activity for employees who temporarily become physically unable to perform all or portions of their regular work assignments due to a work-related injury or illness. By providing temporary restricted work activity, injured employees remain active and a vital part of the Village of Hales Corners. Transitional duty may be in the form of either changed duties within the scope of the current position or other available duties for which they may be qualified within the Village, or through a reduced work-hours schedule. Transitional duty may not be available under all circumstances.

**COLLECTIVE BARGAINING AGREEMENTS:** To the extent that this policy conflicts with the provision of any collective bargaining agreement, that agreement shall control.

**POLICY STATEMENT:** Transitional duty (restricted or modified work assignments) is a special short-term temporary work assignment provided for employees who have temporary medical restrictions arising from a work-related injury or illness that prevent them from performing some or all of their normal duties. In all cases, a transitional duty assignment is temporary, will have a defined beginning and end date, and a maximum duration of twenty-six (26) weeks.

The program is administered by the Village Administrator's office. All employees or departments are required to cooperate fully with the Village Administrator, or designee, in the administration of this program.

Any transitional duty assignment developed will be based on a qualified medical assessment of the employee. It is mandatory for the employee to provide all necessary medical information concerning the extent of his or her work restrictions and the probable duration of their restrictions. The employee is also required to submit updated work restrictions to the Village Administrator's office after every doctor visit related to the injury.

There is no guaranteed eligibility for transitional duty assignments. All requests for transitional duty assignments shall be reviewed on a case by case basis. It is the discretion of the Village Administrator or designee to determine the transitional duty assignment. Such assignments shall depend in part on the medical limitations of the individual, the availability of suitable work, adequate funding, and the needs of the Village. At no time shall a position be created for an employee who has requested or accepted a transitional duty assignment. A transitional assignment may be altered to comply with any applicable State or Federal law.

An employee's return to work in a transitional duty assignment shall comply with all applicable State and Federal laws, including the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the State of Wisconsin's Workers' Compensation laws. All requests for, and assignments of, transitional duty shall be reviewed by the Village Administrator or designee to ensure all requirements are being met.

If the employee is unable to perform the essential functions of his or her job because of a serious health condition, he or she may take FMLA leave rather than accept a transitional duty assignment if eligible under FMLA. If the employee elects to turn down transitional duty assignment or exercise his or her FMLA rights, he or she may no longer be eligible for Workers' Compensation benefits. Such a determination will be made at the time the employee exercises his or her FMLA rights. If an employee accepts a transitional duty assignment, the time worked in the assignment will not be counted against the employee's FMLA entitlement.

## **ELIGIBILITY AND APPLICATION**

All active employees who become temporarily physically unable to perform their regular job due to a compensable work-related injury or illness may be eligible for temporary transitional duty within the provisions of this program. **There is no right to transitional duty.**

**If the Village of Hales Corners, in its sole discretion, has work available** which meets the physical limitations and restrictions set forth by the attending physician, the employee may be assigned transitional work for a period not to exceed twenty-six (26) weeks, with a review every thirty (30) calendar days. Transitional duty extended beyond sixty (60) days, however will be treated on a case-by-case basis making every effort to correspond to the employee's healing period. **Transitional duty is a temporary program and an employee's eligibility in a temporary assignment will be based on medical documentation and continued recovery.**

**Note: An employee's physical limitations/restrictions are in effect 24 hours per day. Any employee not following work restrictions may cause a delay in his or her healing or may**

**further aggravate his or her condition. By not following medical and work restrictions, an employee may be subject to disciplinary action up to and including discharge.**

Transitional duty, when available, will be offered to all employees on a fair and equitable basis. The employee requesting transitional duty shall provide permission from his or her physician, in writing, stating transitional (light) duty can be performed. This written documentation should be sent to his or her department, the Village Administrator, and union representative (if applicable). An employee on transitional duty will be considered part of the regular shift staffing, with the recognition of the employee's limitations in the department.

The Attending Physician's Report **must** be used to document restrictions and limitations for all work-related injuries or illnesses. These forms are available from supervisors and the Village Administrators Office.

**Restricted Work Schedule:** Transitional duty may not consist of the employee's normal work schedule; however, the Village of Hales Corners will make every effort to coordinate a request for a restricted work schedule within the employee's normal work schedule. Depending on the employee's physical limitations, it may be necessary to design a temporary schedule to properly accommodate the restrictions.

#### **PAYMENT OF WAGES DURING TRANSITIONAL DUTY**

An employee performing transitional duty full or partial time for the regular work week, shall be paid the full hourly rate and shall not be charged injury pay or sick leave during the actual time when such duties are performed.

If an employee has a vacation or a holiday occurs while on transitional duty, he or she shall be entitled to his or her regular vacation selection or holiday pay as if he or she were not in a transitional duty situation.

**Medical appointments: ALL medical appointments must be coordinated in advance with the employee's supervisor. Appointments should be scheduled to not interfere with working hours. Non-emergency medical appointments NOT scheduled in advance may cause for denial of the time off and subsequent ineligibility for payment.**

The employee must provide complete, current, and updated information regarding workers' compensation injuries and illnesses. The Village will not accept a general note which merely states the employee is available for light duty. Failure to submit the requested information may result in delayed, reduced, or lost compensation.

It is the employee's responsibility to timely inform the Village of any changes in work restrictions.

The Village reserves the right to solicit a second opinion for any transitional duty restrictions or the employee's ability to return to full duty.

If necessary, to resolve a conflict between the original physician and the second opinion, the Village will require the opinion of a third physician. The Village and the employee will jointly

select the physician and the Village will pay for the opinion. The third opinion will be considered final and binding.

**REFUSAL TO PARTICIPATE IN THE TRANSITIONAL DUTY PROGRAM:** If an employee chooses to not participate in the Village's offer of a transitional duty program while on a work-related injury or illness, he or she will become ineligible for workers' compensation.

**FAMILY AND MEDICAL LEAVE ACT:** If an employee's work-related illness or injury also meets the definition of a serious health condition under the Family and Medical Leave Act (FMLA), and the employee is otherwise eligible under the FMLA, the FMLA will apply under the following conditions:

In the case of reduced work hours, Medical Leave pursuant to FMLA will be applied to the hours not worked. (Refer to FMLA policy for substitution of pay provisions.)

In the case of an employee choosing not to participate in the transitional duty program, Family Medical Leave will be applied to time away from work due to the injury or illness.

#### **G. UNPAID LEAVE OF ABSENCE**

An unpaid leave of absence may be granted to any full-time employee who has 12 consecutive months or more of service with the Village. A leave of absence of up to two (2) weeks duration may be granted in the Village Administrator's sole discretion. A leave of absence in excess of two (2) weeks may be granted by the Village Board upon the recommendation of the Administrator. No employee is guaranteed a leave of absence. Unpaid leaves of absence will be approved on a case-by-case basis at the discretion of the Village Administrator or, when applicable, the Village Board.

Taking a full-time or part-time position at another employer while on a leave of absence is prohibited and may result in discipline, up to and including termination.

While on an unpaid leave of absence, an employee may continue his/her hospital and medical insurance coverage, both employee and dependent coverage, and his/her life insurance protection for up to eighteen (18) months, provided the employee pays the full cost of the aforementioned insurance.

#### **H. FAMILY & MEDICAL LEAVE**

The Village will grant family and medical leaves of absence in accordance with both the Wisconsin and federal Family and Medical Leave Acts ("FMLA"). Eligible employees may take up to a total of 12 work weeks per calendar year of unpaid family or medical leave for:

- The birth or placement of a child for adoption or foster care.

- To care for the employee's spouse, child or parent with a serious health condition. Wisconsin FMLA also allows up to 2 weeks of leave to care for the employee's domestic partner with a serious health condition.
- For the employee's own serious health condition that renders the employee unable to perform his or her job.
- Any qualifying exigency resulting from covered active military service by the employee's spouse, child, or parent. Federal FMLA also includes up to 26 weeks of leave to care for a covered service member.

#### Eligibility for FMLA Leave

To be eligible for Wisconsin FMLA leave, an employee must have completed more than 52 weeks of consecutive service for the Village and have worked for the Village for at least 1,000 hours during the preceding 52 week period.

To be eligible for federal FMLA leave, the employee must have worked for the Village for a total of at least 12 months (not necessarily consecutive) and have worked at least 1,250 hours in the 12 months preceding the leave.

#### Definition of Serious Health Condition

A serious health condition means an illness, injury, impairment or physical or mental condition that involves:

- Inpatient care in a hospital, hospice or residential medical care facility; or
- Under Wisconsin FMLA, outpatient care that requires continuing treatment or supervision by a health care provider;
- Under the federal FMLA:
  - A period of incapacity of more than 3 consecutive calendar days that also involves:
    - 1.) Treatment two or more times by or under the orders of a health care provider; or
    - 2.) Treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of a health care provider.
  - Any period of incapacity due to pregnancy or for prenatal care;
  - Incapacity due to a chronic condition.

### Non-Continuous or Intermittent FMLA Leave

Under the Wisconsin FMLA, leave may be taken in non-continuous or intermittent blocks or increments for the birth or placement of a child for adoption, provided that the last increment of leave begins within 16 weeks of that birth or placement. Wisconsin and federal FMLA leave may be taken in non-continuous increments to care for a family member with a serious health condition or for the employee's own serious health condition when medically necessary. Federal FMLA leave may be taken in non-continuous increments for qualifying exigencies. Medical or family care-taking leave should be planned so as not to unduly disrupt the employer's operations.

### Employee Responsibilities

The employee must submit a Request for Leave form to the Human Resources Assistant at least 30 days in advance of taking a leave, or, if 30 days is not possible, as soon as practicable. Failure to give appropriate notice may result in the delay of leave or the denial of designation of leave as FMLA leave.

If the leave is for a family member's or the employee's serious health condition, the employee must submit a medical certification form from the employee's or the family member's health care provider within 15 days of receiving it. Employees must inform the Village if the requested leave is for a reason for which FMLA leave was previously taken or certified. If an employee does not provide the required certification by the designated deadline, the leave may not be designated as Wisconsin and/or federal FMLA leave, and the employee may be subject to discipline under applicable Village policies.

Second or third certifications at the Village's expense and periodic recertification at the employee's expense may be required under certain circumstances. The Village may also require periodic reports during federal FMLA leave regarding the employee's status and intent to return to work.

### Payments on FMLA Leave

The Village requires employees to substitute paid leave for which they are eligible for unpaid leave available under the federal FMLA subject to sick leave exclusion under Article III - Section F – Outside Employment.

### Benefits on FMLA Leave

The Village will maintain group health insurance coverage for an employee on FMLA leave on the same terms as if the employee had continued to work. The employee's use of FMLA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave. The employee will be required to pay his or her regular portion of insurance premiums on a schedule established by the Village.

### Return from FMLA Leave

Generally, an employee taking FMLA leave will be restored to his or her original position, or if the position is not vacant, to an equivalent employment position with equivalent pay, benefits, and other terms and conditions of employment.

If the reason for FMLA leave is for the employee's serious health condition, the employee will be required to present a Fitness for Duty certification before returning to work.

### Employer Responsibilities

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

An employee may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer. The FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

If you have any questions about the Village's policy, please contact the Village Administrator.

## **I. MILITARY LEAVE**

Military leave will be granted to eligible employees in accordance with existing state and federal laws and regulations. Requests for military leave must be made in advance to the employee's supervisor unless giving such notice is impossible, unreasonable, or precluded by military necessity.

For service of 1 to 30 days, the employee must report to work by the beginning of the first regularly scheduled work day that would fall eight (8) hours after the end of the calendar day that they are released from uniformed service. For service of 31 to 180 days, the employee must submit an application for reemployment no later than fourteen (14) days after completion of the employee uniformed service. If it is impossible or unreasonable for the employee to apply within fourteen (14) days through no fault of his/her own, he/she must submit the application no later than the next full calendar day after it becomes possible to do so. For service of 181 days or more, the employee must submit an application for reemployment no later than 90 days after completion of the employee's uniformed services service. Employees on military leave will be returned to work in accordance with state and federal law.

Any eligible employee on military leave with more than one (1) year of service at the Village will be paid regular pay, less any remuneration received from other sources, for the workdays occurring within fifteen (15) consecutive calendar days a year during such training or service. Employees with less than one (1) year of service at the Village are not eligible for military differential pay. Employees who are eligible for military differential pay must submit a copy of his/her actual military pay voucher to the Village within thirty (30) days after returning to work. Without this information, the reconciliation of Village pay and military pay cannot occur and otherwise eligible employees will not receive this benefit.

## **J. BEREAVEMENT/FUNERAL LEAVE**

Full-time employees are eligible for leave with pay for the funeral of an immediate family member. Two (2) eight (8) hour workdays may be taken for funerals conducted Friday

through Monday and three (3) eight (8) hour workdays for those conducted Tuesday through Thursday. Such days must fall within a period commencing three (3) days prior and ending three (3) days following the funeral day. The funeral day is a leave day when conducted on a workday.

Immediate family means an employee's spouse, child, grandchild, and either spouse's parents, grandparents, siblings, or siblings' spouses or children.

One (1) eight hour day of leave per year may be granted for general pallbearer duty.

Benefited part-time employees are eligible for such leave on pro-rata basis.

#### **K. JURY DUTY LEAVE**

Employees called upon to serve on a jury should notify their supervisor immediately and give their supervisory copy of the summons. This is a civic obligation and arrangements will be made so that the employee will be paid his/her regular salary by the Village. Any employee of the Village who is required to serve on jury duty will be granted a pay differential for such period of service. Employees who receive compensation for travel expenses while on jury duty may keep those expenses. Employees must return to work on any scheduled work day that jury duty dismisses prior to or at noon.

#### **L. VOTING LEAVE**

The Village encourages its employees to participate in the election of government leaders. If an employee cannot vote at his/her assigned polling place either before or after the employee's scheduled work hours for reasons outside of the employee's control, the employee will be permitted up to three (3) consecutive hours of unpaid time off at the beginning or end of the workday to vote. Time absent from work may only be used to travel to and from the employee's assigned polling place and to vote. Employees should make their requests for time off to vote no later than twenty-four (24) hours in advance of Election Day. Every effort should be made to vote either before or after the employee's normal work day. The employee may use vacation or personal time off to be paid for the time away from work in lieu of unpaid leave.

#### **M. HEALTH , DENTAL AND VISION INSURANCE**

The Village provides group health, dental and vision insurance for eligible Village employees. Employees who meet the individual plan requirements for eligibility may participate in the insurance benefit programs. The details of these policies are explained in separate booklets issued to you when you become eligible to participate. The Village has the sole discretion to determine what insurance will be provided and the level of the benefits to be offered. Employees may from year to year be required to contribute an amount toward the cost of monthly premium as established by the Village Board.

#### **N. DEFERRED COMPENSATION PLAN**

The Village offers a deferred compensation plan to all employees to supplement their retirement income. Participation in the program is voluntary and 100% funded by the employee. The Village administers participation in the program at no cost to the employee. Employees interested in participating in this program should contact the payroll supervisor for additional information. This program is available to all full-time and part-time employees.

**O. SECTION 125 PLAN**

Eligible employees can elect to participate in the Village's Section 125 plan. This plan allows employees to pay for qualified benefits, such as health insurance premiums, medical expenses not covered by the Village's plan, and dependent care costs, with pre-tax dollars. Payments and the amounts that may be contributed to the employee's account will be subject to the procedures, rules and regulations of the plan and the plan administrator.

**P. LIFE INSURANCE**

All regularly appointed full-time and part time employees in active service who are eligible to participate in the Wisconsin Retirement System (WRS) are also eligible to participate in the Village's life insurance benefit offered through the Wisconsin Public Employers Group Life Insurance program. The Village pays the full premium for a basic term life insurance policy in the amount of one time the annual salary for each eligible full-time employee rounded to the nearest \$1,000. Employees may purchase additional units to three (3) units and spouse/dependent coverage may be purchased at the employee's expense up to two (2) units at the employees own expense.

Employees must enroll within six (6) months of the start date as a regularly appointed full-time or part-time employee in order to be eligible for the benefit. If an employee chose not to enroll at the time of initial eligibility, subsequent enrollment will be contingent upon an "evidence of insurability" process which may disqualify coverage eligibility based upon a pre-existing condition.

**Q. FALSE ARREST AND OTHER SPECIAL INSURANCE**

The Village will provide false arrest or other liability insurance for its public safety employees in the amount of \$1,000,000 per person and occurrence. The Village provides the following insurance on each member of the Fire Department: \$20,000 principal sum; and \$150.00 weekly accident indemnity up to a maximum of 260 weeks.

**R. WISCONSIN RETIREMENT SYSTEM**

The Village participates in the Wisconsin Retirement System ("WRS"). Eligibility for employee participation in the WRS is established by the Department of Employee Trust Funds ("ETF"). Employee and employer contributions are established in accordance with state law or individual collective bargaining agreements. The rate for the employer and employee contribution to the WRS is determined by the ETF at least annually.

## **S. POST-EMPLOYMENT BENEFITS**

### **1. HEALTH INSURANCE AFTER RETIREMENT**

All regularly appointed full-time Village employees, who began employment with the Village prior to July 31, 2016, who are not included in a collective bargaining unit and who are not employed in the Police or Fire Departments shall be eligible to participate in the Village's health insurance program upon retirement. Eligibility shall commence upon retirement from regular full-time Village employment if the employee retires under the normal retirement guidelines of the Wisconsin Retirement System and if the employee has 20 or more years of service in the Village.

The Fire Chief and non-bargaining unit employees in the Police Department, who began employment with the Village prior to July 31, 2016, shall be eligible to participate in the Village's health insurance program upon retirement from regular full-time Village employment if they retire under the normal retirement guidelines of the Wisconsin Retirement System and if they have 20 or more years of service in the Department.

Participation in this program shall be as follows:

1. The Village will pay the entire premium for single plan coverage until the employee reaches age 65.
2. The retired employee will pay 50% of the family plan premium in effect on the last day of Village employment (the Village will pay 50%). The retired employee must pay 25% of all premium increases occurring after the last date of Village employment (the Village will pay 75%).

The retired employee will no longer be eligible to participate in the Village's health insurance program when he/she:

1. Becomes eligible for Medicare; or
2. Is covered under a health insurance plan of a different employer.

Said retired employee may again become eligible for participation (as permitted by the carrier) as outlined above when he/she:

1. Can document loss of eligibility for coverage from a different employer; or
2. Can document that the cost to the retired employee of coverage with a different employer is greater than the cost of participation in

the Village's health insurance program. Such documentation shall be made each September or when requested by the Village.

## **T. CAREER DEVELOPMENT PROGRAM-GENERAL EMPLOYEES**

### Conferences, Seminars, and Training Programs (excluding continuing courses for college credit)

Employees may request reimbursement for participation in conferences, seminars, or relevant training programs. All requests should be made through the Department Head who will screen for compliance with these guidelines and, when satisfactory, promptly forward to the Administrator for final review and action.

The request for reimbursement shall include the following information:

- a) Program description, location, and timing.
- b) Statement on relationship and value of the program to the Village and employee.
- c) Cost (direct program costs and personnel costs).
- d) Effect of absence on Department schedule and potential overtime.

The total costs must be within the approved budget. Village funds will be advanced for estimated direct costs upon approval of participation. Upon completion of any approved program, the participant will immediately submit an expense report with supporting receipts for travel, lodging, meal(s), program fee, and miscellaneous expense items. The Department Head will review and audit the expense report and forward to the Administrator for final approval. Within one (1) week of program completion, the participant will submit a brief report on the program content and value.

### College Courses

Full-time and administrative personnel are eligible to have tuition and books reimbursed for college courses. Requests for tuition/book reimbursement must be submitted for approval prior to the commencement of the course. All requests should be made through the Department Head who will screen for compliance with these guidelines and, when satisfactory, promptly forward to the Administrator for final review and action.

The request shall include the following information:

- a) Course/program description, number of credits, location, and timing.
- b) A statement on relationship and value of the course/program to the Village and employee.

- c) The expected costs of the course (direct course/program costs and personnel cost).
- d) Effect of absence on Department schedule and potential overtime.

An employee may request up to \$500 for tuition/book reimbursement in a calendar year. Reimbursement shall be paid on a first come, first serve basis, up to the amount of funds set aside in the annual operating budget by the Village Board. If funds remain available after October 1, and no new employee requests are planned, additional amounts may be made available to employees previously granted reimbursement in the calendar year. The additional amount will depend on fund availability and shall not exceed \$250 per employee.

Payment of tuition and book reimbursement to employees will be made when the Administrator receives proof of course completion (school record) showing a grade of "C" or better (2.0 or above on a 4.0 scale) and when the employee submits receipt documentation for tuition and book costs paid. No reimbursement shall be made for tuition and book costs that have been paid under any veteran's benefit programs or other program of a similar nature.

#### **U. MILEAGE REIMBURSEMENT**

When it becomes necessary for employees of the Village to use their private vehicles in the conduct of official Village business, employees will be reimbursed for mileage at the prevailing Internal Revenue Service (IRS) rate. Village insurance policies do not cover personal vehicle damage, injury, property damage, or liability incurred while operating a private vehicle on Village business. Routine mileage reimbursements for Village personnel driving private vehicles for Village business and requesting reimbursement are required to provide evidence of insurance at least annually and upon request from the Village Administrator. Parking fees are reimbursable as are other modes of transportation when required (e.g. bus, train, cab, airplane).

#### **V. LODGING AND MEALS**

Employees who are directed or authorized to travel beyond 50 miles from Village's will be reimbursed for necessary overnight lodging. Reimbursement for lodging is limited to the rate for a single room/single person at a licensed hotel or motel based upon the IRS lodging and federal Government Services Administration (GSA) approved per diem meal rates for that zone. Sales tax is not reimbursable for conferences and lodging. A letter of exemption should be requested in advance from the Treasurer for presentation at the conference.

The Village will reimburse employees up to Government Services Administration (GSA) approved per diem meal rates for that zone for meal expenses while on directed or authorized travel. Tax and tip (15% present acceptable standard) are included in this limit.

If two or more Village employees have lunch together, even to discuss Village business, it is not reimbursable, unless they are more than 50 miles from Hales Corners on approved Village business. No alcoholic beverages may be included in meal expenses. Only meal expenses for the employee authorized to travel on behalf of the Village will be allowed.

Itemized receipts must accompany an expense reimbursement form and authorized by the Department Head or Village Administrator to receive reimbursement. All requests for reimbursement must be submitted within 30 days of completion of travel. Reimbursements will not be paid by special check, but will be processed through the normal payroll cycle.

## **VI. GENERAL PERSONNEL GUIDELINES**

### **A. GENERAL CONDUCT**

All Village employees are expected to meet a standard of conduct appropriate to the reputation of the Village. While at work, employees are responsible for being aware of and abiding by existing rules and regulations. When an employee engages in illegal or inappropriate that relates to an employee's job duties or raises doubts as to the employee's ability to carry out his/her duties, the activity will be reviewed and appropriate action taken may be taken, up to and including termination. The "Rules and Regulations" policy adopted by the Board sets forth additional guidelines on employee conduct and employees are expected to read and follow that policy.

### **B. PERSONAL APPEARANCE**

Employees should be neat, clean, and well-groomed when reporting to work. Appropriate dress and hygiene are important in promoting a positive image to our customer, both internally and externally. The Village generally follows a business casual dress code. Some Village employees in certain departments are required to wear uniforms and those employees should check with their supervisor for specific guidelines on their uniforms.

The Village provides a work environment that is free of safety hazards, offensive behavior and harassment of any kind. To that end, clothing that promotes alcohol, tobacco, drug use, and/or inappropriate or offensive behavior or language is not allowed. Employees may be sent home to change clothes for violating these rules and such time spent off the job changing attire or correcting deficiencies will be unpaid.

Some positions and situations may call for more formal business attire. If you are conducting or attending meetings, seminars, or other such situations where you come in contact with other business professionals, you are expected to represent the Village in a respectful manner and dress appropriately for conducting such business. Know your audience, remember who you represent, and dress accordingly. Ask your supervisor if you are unsure of appropriate attire.

### **C. IDENTIFICATION CARDS**

All regularly scheduled full-time and part-time employees whose job requires face to face contact with the public outside of Village premises are required to have a picture ID card that includes a photograph, name of the employee, Village logo, verification information, date of issuance and date of expiration. Village ID cards must be returned to the Village upon termination of employment.

#### **D. PROMOTION**

The Village may fill job vacancies by promotion from within the organization, where appropriate. The Village will follow its normal competitive process for internal hiring.

#### **E. TRANSFER**

Employees may, in the Village's discretion, be transferred from one department to another.

#### **F. LAYOFF**

On occasion, the Village may need to reduce its staff for business and economic reasons. In selecting the employees who will remain with the Village, only job-related criteria will be considered, including the reason for the reduction in force and the determination of the business area's needs. Job-related criteria may include the employee's current performance, competencies, skills, responsibilities, experience, leadership, education and training, and personal commitment.

Employees must return all Village keys, equipment, and other Village property in their possession on or before their last day of work.

#### **G. RESIGNATIONS AND TERMINATIONS**

The Village requests that an employee who voluntarily terminates provide two (2) weeks prior written notice. An employee who voluntarily terminates employment and gives two (2) weeks prior written notice will be paid his/her accrued but unused vacation. An employee who voluntarily terminates without giving two (2) weeks advanced written notice automatically waives his/her right to payout of accrued but unused vacation. Unauthorized absences for three (3) consecutive workdays may be considered by the Village a voluntary resignation.

Except for employees under labor agreements, employment is considered "at will." As such, employees may be terminated for any reason, which may include, but is not limited to, misconduct, violation of safety or work rules, failure to follow instructions, and any other reason that is not prohibited by applicable law.

Regardless of whether an employee voluntarily resigns or is terminated, an must return all Village keys, equipment, and other Village property in his/her possession on or before the last day of work.

#### **H. HAZARD COMMUNICATION PROGRAM**

The Village provides a safe work and hazardous free work environment for employees. The Village complies with the requirements of the Wisconsin Employees' Right to Know law (Wis. Stats. §§ 101.58 – 101.599) and the requirements of OSHA's hazardous communications

standards (29 C.F.R. 1910.1200). The Village's Hazard Communications policies can be found at the Village Administration office.

## **I. USE OF VILLAGE VEHICLES**

An employee must obtain permission from his/her Department Head to use Village vehicles in the course of travel for Village business or approved trainings. Any out-of-pocket expenses such as parking, tolls, emergency repairs, and gasoline will be reimbursed upon submission of receipts; provided that such expenses are incurred in furtherance of Village approved business or trainings.

## **J. USE OF VILLAGE EQUIPMENT AND INFORMATION TECHNOLOGY**

The use of any Village equipment, hardware and software is governed by the Village's "Internet and Email Policy for Users of the Village's Computer Network." All equipment, hardware and software are the exclusive property of the Village. The computer network refers to all computer equipment owned by the Village, including but not limited to network distribution equipment such as switches and routers, computers, printers, laptop computers cell phones with mobile data access and all associated peripherals. All information and data generated or gathered by a user in the course of his/her employment becomes the property of the Village. All Village communication systems and both incoming and outgoing information are subject to monitoring. Employees are expected to read and follow the Village's "Internet and Email Policy for Users of the Village's Computer Network."

Employees should be aware that they cannot send email using Village equipment and internet without associating themselves with the Village. Emails sent from or received on Village equipment will not be considered private communications. The content of email sent or received and sites visiting using Village equipment and computer network must always be reflective of a positive image of the Village and in compliance with all Village policies, rules, and regulations.

Employees are not to use their own personal computers, laptops, or devices to conduct Village business unless authorized.

The Village reserves the right to monitor, access, and/or read any and all information sent, received, or viewed using Village equipment. Viewing or transmitting inappropriate or illegal materials will be grounds for discipline, up to and including termination.

## **VII. DISCIPLINE AND GRIEVANCE PROCEDURES**

The Village and its employees are dedicated to high standards of efficiency and service to the public and committed to maintain proper personal standards of conduct at all times. To maintain these standards, the Village has established certain general rules and regulations, which all employee are expected to obey. These rules and regulations may be supplemented by rules and regulations adapted for specific Village departments. Violations of rules and regulations is the basis for discipline and discharge, though charges may be based upon causes other than those enumerated here.

## **A. PROPERTY AND PREMISES**

The following rules and regulations are not an all-inclusive list. If common sense is applied during the course of employment, a good employer/employee relationship will prevail and disciplinary actions will not be necessary.

1. Theft of private or Village property.
2. Unauthorized use of Village equipment, tools, or property.
3. Violation of rules or practices relating to security of Village property or Village premises.
4. Unauthorized use, duplication, or possession of Village keys.
5. Posting, removing, or tampering with Village bulletin board material without authorization.
6. Destruction, abuse, or misuse of Village equipment, tools, or property or the property of other employees.

## **B. SAFETY**

1. Violation of rules or practices relating to safety.
2. Littering, creating, or contributing to unsanitary or unsafe conditions on Village premises.
3. Careless work habits.
4. Smoking in areas designated as “no smoking areas”.

## **C. COMPLIANCE AND ORDERS**

1. Refusing or failing to obey orders of supervisor, whether written or oral.
2. Refusing or failing to comply with work rules.

## **D. ATTENDANCE**

1. Unexcused absence.
2. Unexcused tardiness.
3. Leaving early and/or failure to be at assigned work area at the start or end of shifts, breaks, and/or meal periods without authorization by immediate supervisor.

4. Leaving place of work during working hours without authorization, wasting time, or loitering.
5. Stopping work before designated quitting time.
6. Failure to notify superior of sickness or absence in accordance with the established department procedure.

**E. PERFORMANCE**

1. Failure to perform the duties of assigned position.
2. Substandard or careless job performance.
3. Sleeping, dozing, or lack of attentiveness during work hours.
4. Engaging in personal activities such as personal telephone calls during working hours at the discretion of the immediate supervisor.
5. Failure to work with and get along with other employees.

**F. RECORDS**

1. Falsification or unauthorized alteration of any Village record.
2. Unauthorized disclosure of confidential or privileged information.
3. Falsifying or omitting material facts from employment application or other Village forms and/or reports.

**G. CONDUCT**

1. Threatening, intimidating, coercing, or harassing the general public, other employees or supervisors at any time.
2. Making false or malicious statements, either oral or written, concerning any employee, the Village, or its policies.
3. Restricting output or engaging in any intentional slowdown, work stoppage, or strike.
4. Engaging in any unauthorized activity which distracts or disrupts employees in the performance of their duties.
5. Interference with normal workflow or departmental procedures.

6. Commission of a criminal act.
7. Reporting to work or working while under the influence of intoxicating beverages and/or using narcotics or other drugs or having unauthorized possession of same on Village premises during working hours.
8. Indecent, criminal, or inappropriate conduct on Village premises or during working hours.
9. Offensive conduct or language toward the public or toward Village officers or employees.
10. Possession of unauthorized weapons during working hours.
11. Provoking or instigating a fight or fighting during working hours or on Village premises.
12. Behaving in a rowdy or unruly fashion or scuffling on Village premises during working hours.
13. Vending, soliciting, or collecting contributions for any purpose without authorization during working hours or on Village premises.
14. Inducing or attempting to induce any officer or employee in the Village service to commit an illegal act or to act in violation of any departmental or official regulation or order.
15. Knowingly discriminating against any employee or applicant for employment because of such individuals' age, race, color, handicap, sex, sexual preference, creed, national origin, or ancestry or engaging in sexual harassment.
16. Failure to use common courtesy and respect in dealing with the general public.
17. Distributing handbills, pamphlets, or other written or printed material during work time without authorization.

## **H. GRIEVANCE PROCEDURE**

Employees shall use the following procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues.

### **A. Definitions**

1. "Days" as used in this policy is defined as any day that Village Hall is open.

2. “Employee Termination” as used in this policy section, shall not include the following:
  - a. Layoffs;
  - b. Workforce reduction activities;
  - c. Voluntary termination including, without limitation, quitting or resignation;
  - d. Job abandonment;
  - e. End of employment due to disability, lack of qualification or licensure or other inability to perform job duties;
  - f. Retirement; or
  - g. Any other cessation of employment not involving involuntary termination.
  
3. “Employee discipline” as used in this policy shall include any employment action that results in disciplinary action, which typically involves any of four (4) steps: verbal reprimand, written reprimand, suspension with or without pay, and termination of employment.
  
4. “Employee discipline,” as used in this policy, shall not include the following:
  - a. Plans of correction or performance improvement;
  - b. Performance evaluations or reviews;
  - c. Documentation of employee acts and/or omissions in an employment file;
  - d. Administrative suspension with pay pending investigation of alleged misconduct or nonperformance;
  - e. Non-disciplinary wage, benefit or salary adjustments;
  - f. Other non-material employment actions;
  - g. Counseling meetings or discussions or other pre-disciplinary action; or
  - h. Demotion for reasons other than discipline, transfer or change in assignment.

5. The term “workplace safety” as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

B. Time Limits

Unless mutually agreed to in writing by the Employee and the Village in advance of the expiration of the timeline, the timelines provided in this policy must be strictly adhered to. Failure of the Employee to comply with the timelines will be deemed a waiver of the processing of the grievance and the grievance will be denied. The Employee may advance a grievance to the next step of the process if a response is not provided within the designated timeframes. The Village Administrator may advance a grievance to the next step at the request of either the employee or the employee’s supervisor.

C. Procedure

1. **Informal Grievance Resolution:** The employee must discuss any grievance related to discipline or workplace safety with the employee’s immediate supervisor prior to filing a formal written grievance in order to informally resolve the issue. This discussion must occur within five (5) days of when the employee knew or should have known of the events leading to the grievance. Grievances related to termination may proceed straight to the Formal Grievance Procedure.
2. **Formal Grievance Submission:** The employee must file a written grievance with the Village Administrator within ten (10) days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. The written grievance must contain:
  - a. Name of Grievant;
  - b. A statement of the pertinent facts surrounding the nature of the grievance;
  - c. The date the alleged incident occurred;
  - d. The work rule or policy allegedly violated including any safety rule alleged to have been violated, if applicable;
  - e. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion; and
  - f. The specific requested remedy.
3. **Administrative Response:** The Village Administrator (or designee) will meet with the grievant within ten (10) days of receipt of the written grievance. The

Administration will provide a written response within ten (10) days of the meeting. The Administration's written response to the grievance must contain:

- a. A statement of the date the meeting between the Administration and grievant was held;
  - b. A decision as to whether the grievance is sustained or denied; and
  - c. In the event the grievance is denied, a statement outlining the timeline to appeal the denial.
4. **Impartial Hearing:** The grievant may file an appeal to the Impartial Hearing Officer by giving written notice to the Village Administrator within five (5) days of the issuance of the Administrative Response. Depending on the issues involved, the hearing officer will determine whether a hearing is necessary unless a hearing is required under the procedures established by the district in a different applicable policy. The Administration will work with the Impartial Hearing Officer and grievant to schedule a mutually agreeable hearing date should one be needed. If it is determined that no hearing is necessary, the matter will be decided based on the submission of written documents.

The Administration shall select the Impartial Hearing Officer (IHO). The IHO shall not be an employee of the Village. The IHO may be an employee of another municipality, a lawyer, a professional mediator/arbitrator, or other qualified individual. The cost of the IHO will be the responsibility of the Village.

**Standard of Review:** The IHO will adhere to specific guidelines set forth by the Village regarding hearing procedures. The Rules of Evidence will not be strictly followed, but no factual findings may be based solely on hearsay evidence. The standard of review for the IHO is whether the decision of the Administration was arbitrary or capricious. A decision will not have been arbitrary or capricious if it was made in the best interest of the district. If the decision was not arbitrary or capricious then the IHO is required to find on behalf of the Administration.

**Impartial Hearing Officer Response:** The Impartial Hearing Officer shall file a written response within thirty (30) days of the hearing date or the date of submission of written documents.

The Impartial Hearing Officer's written response to the grievance must contain:

- a. A statement of the pertinent facts surrounding the nature of the grievance.
- b. A decision as to whether the grievance is sustained or denied, with the rationale for the decision.

- c. A statement outlining the timeline to appeal the decision to the School Board.
  - d. The IHO must sustain or deny the decision of the Administration. The IHO has no authority to modify the Administration's decision and may not grant in part the specific request of the grievant.
- 5. Review by the Village Board of Trustees: The non-prevailing party may file a written request for review of the IHO's decision by the Board within ten (10) days of receipt of the Impartial Hearing Officer Response.

The Board may not take additional testimony or evidence; it may only decide whether the IHO reached an arbitrary or capricious decision based on the information presented to the IHO. The Board will review the record and make a decision. A written decision will be made within thirty (30) days of the filing of the appeal.

The Board's written decision regarding the grievance must contain:

- a. A decision as to whether the grievance is sustained, denied or modified.

The Board shall decide the matter by a majority vote and the decision of the Board is final and binding and is not subject to further review.

- 6. General Requirements:
  - a. Grievance meetings/hearings held during the employee's off-duty hours will not be compensated.
  - b. Granting the requested or agreed upon remedy at any step in the process resolves the grievance.

**VILLAGE OF HALES CORNERS  
HANDBOOK RECEIPT**

I, \_\_\_\_\_, acknowledge I have received and read the Village of Hales Corners Employee Handbook and understand the provisions contained therein. I understand the terms described in the Employee Handbook may be altered, modified, changed or eliminated by the Village at any time, with or without prior notice.

I understand this Employee Handbook supersedes any previous handbook or policies I may have received, making them void.

I further understand this Employee Handbook and any other provisions contained therein do not constitute a guarantee of employment or an employment contract, express or implied. I understand my employment is “at-will” unless covered by Civil Service provisions or other applicable State of Wisconsin statute or Village of Hales Corners ordinances or policies, and, if at will, my employment may be terminated at any time for any reason, with or without cause, and with or without notice.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name