

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2015-13**

ADOPTION OF EMPLOYEE HANDBOOK

WHEREAS, the Village Board of the Village of Windsor has reviewed updates and changes to the Village's Employee Handbook; and,

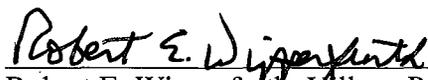
WHEREAS, the Village Board has the authority to establish policies and procedures for Village employees and wishes to do so as set forth in the Employee Handbook attached hereto as Exhibit A and incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Windsor as follows:

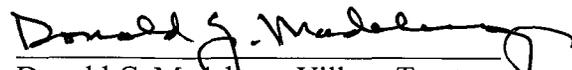
1. The Employee Handbook is hereby adopted and shall take effect on January 1, 2016. The Employee Handbook applies to all employees of the Village.
2. The Employee Handbook is not a contract with Village employees, and the Village Board retains the right to make changes to the Employee Handbook from time to time, as the Village Board deems prudent and necessary.
3. General questions regarding employment with the Village should be directed to the HR Manager. The HR Manager for the Village is Tina Butteris, who serves in such capacity under supervision of the Village Board.
4. General questions regarding benefits and payroll should be directed to the HR Benefits Administrator. The HR Benefits Administrator for the Village is Amy Anderson Schweppe, who serves in such capacity under supervision of the HR Manager.

The above and foregoing Resolution was duly adopted at a regular meeting of the Village Board of the Village of Windsor held on the 17th day of December, 2015, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR



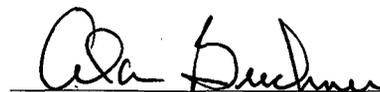
Robert E. Wipperfurth, Village President



Donald G. Madelung, Village Trustee



Bruce Stravinski, Village Trustee



Alan Buchner, Village Trustee



Monica M. Smith, Village Trustee

Attested by:


Tina Butteris, Deputy Village Clerk

Table of Contents

About This Handbook	1
Section 1: Employment Practices.....	2
1.01 At Will Employment	2
1.02 Equal Opportunity Employment	2
1.03 Hiring	2
1.04 Employment Classifications.....	2
1.05 Employment of Relatives	3
1.06 Introductory Period	3
1.07 Competing Employment	3
1.08 Performance Reviews.....	4
1.09 Personnel Records	4
1.10 Resignation Process	4
Section 2: General Workplace Policies	5
2.01 Sexual and Other Workplace Harassment.....	5
2.02 Disability Accommodation	6
2.03 Violence Free Workplace.....	6
2.04 Drug and Alcohol Free Workplace	7
2.05 Drug and Alcohol Testing Program	7
2.06 Health and Safety Policy.....	7
2.07 Solicitation/Distribution Policy.....	8
2.08 Ethical Guidelines and Conflicts of Interest	8
Section 3: Hours of Work and Compensation.....	9
3.01 Hours of Work and Work Schedules.....	9
3.02 Lunch Breaks	9
3.03 Reporting Absences	9
3.04 Compensation/Pay.....	9
3.05 Pay Periods and Pay Practices.....	9
3.06 Timekeeping.....	10
3.07 Overtime.....	10
3.08 Weekend Premium Pay	10
3.09 Call In Pay.....	10
Section 4: Sick Leave and Leaves of Absence.....	11
4.01 Sick Leave.....	11
4.02 Bereavement Leave.....	11

4.03	Military Leave.....	12
4.04	Jury Duty, Court Appearances and Voting Leave.....	12
4.05	Family Medical Leave.....	12
4.06	Other Leaves of Absence	16
Section 5: Insurance, Retirement and Other Benefits		18
5.01	Disclaimer	18
5.02	Retirement.....	18
5.03	Health Insurance.....	18
5.04	Dental Insurance.....	18
5.05	Life Insurance.....	18
5.06	Income Continuation Insurance	18
5.07	Other Disability Insurance	19
Section 6: Vacation and Holidays		20
6.01	Vacation	20
6.02	Holidays	20
Section 7: Employee Responsibilities.....		22
7.01	General Statement	22
7.02	Information Changes.....	22
7.03	Village Property	22
7.04	Personal Property	23
7.05	Workplace Attire and Uniforms and Personal Protective Equipment.....	23
7.06	Smoking	23
7.07	Attendance and Punctuality.....	23
7.08	Standards of Conduct	24
7.09	Travel and Reimbursement of Business Expenses.....	24
7.10	Mileage Reimbursement and Use of Privately-Owned Vehicles for Village Business	24
Section 8: Discipline and Grievance Procedure.....		25
8.01	Discipline	25
8.02	Grievance Procedure	25
ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK		28
ACKNOWLEDGMENT OF EQUAL EMPLOYMENT OPPORTUNITY AND WORKPLACE HARASSMENT POLICIES		29

About This Handbook

This Employee Handbook outlines important information regarding the current policies and procedures of the Village of Windsor (the "Village"). This handbook is a set of guidelines. It is not an employment contract, express or implied, and it is not intended to and does not create contractual obligations, rights, or entitlements of any kind or alter the at-will nature of employment with the Village. Employment is at-will and may be terminated at any time.

This handbook is to be used for your reference. Please take time to read and become familiar with its contents. If you have any questions regarding the Village's policies or procedures, please discuss them with the Human Resources Manager. Employees are responsible for reading, understanding and asking any questions they may have about the provisions in the handbook, as well as any revisions to the handbook.

The Village reserves the right, at its sole discretion, to amend, revoke, or change the policies and procedures of this handbook at any time. The handbook supersedes any and all previous handbooks, manuals, policies, procedures, practices and rules, whether verbal or written. This handbook may only be modified, in writing, subject to approval by the Village Board.

Section 1: Employment Practices

1.01 At Will Employment

Employment with the Village is at-will and for no specified length of time. Either an employee or the Village may end employment at any time, for any reason not otherwise prohibited by law. No one other than the Village Board has authority to enter into any agreement for other than at-will employment. Any such agreement must be in writing and signed by the Village President.

1.02 Equal Opportunity Employment

The Village does not discriminate in employment opportunities or practices on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or nonuse of lawful products off the Village's workplace premises during non-working hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other characteristic protected by applicable federal, state or local law. This policy governs all aspects of employment, including recruitment, hiring/selection, job assignment, compensation, promotions, transfers, discipline, termination, access to benefits and training and any other terms, conditions or privileges of employment.

1.03 Hiring

Notice and Posting: Notice of vacancies and new positions the Village Board authorizes to be filled will be posted internally at the Windsor Municipal Building and advertised externally on the Village's website and in other newspapers and professional journals, as appropriate. Postings will include the position objectives, qualification requirements, and pay range, along with the deadline for submitting applications.

Selection: The Village seeks to recruit and select the most qualified applicant for the position. Selection decisions will be made by the Village Board and/or its designee. Applicants for positions requiring a license or certification may be required to present proof of same as part of the hiring process, which includes a valid driver's license for those positions requiring operation of a Village vehicle or equipment.

Employment Eligibility: In accordance with the Immigration Reform and Control Act of 1986 and related laws, new employees and re-hires will be required to provide valid identification and proof of eligibility to work in the United States. Failure to provide truthful information is grounds for immediate termination.

1.04 Employment Classifications

Regular, Full-Time Employees: Regular full-time employees are those employees normally scheduled to work forty (40) hours per week.

Regular, Part-Time Employees: Regular part-time employees are those employees normally scheduled to work less than forty (40) hours per week but at least twenty-four (24) hours per week.

Part-Time Employees: Part-time employees are those employees normally scheduled to work less than twenty-four (24) hours per week. Part-time employees do not receive the benefits provided by the Village, except those required by law.

Seasonal/Temporary Employees: Seasonal/temporary employees are those employees hired for a specific time period or season or a specific project. Seasonal/temporary employees may be scheduled full-time,

part-time or on an irregular basis. Seasonal/temporary employees do not receive the benefits provided by the Village, except those required by law.

1.05 Employment of Relatives

Employment of relatives is subject to Village Board approval. Employment of relatives will generally not be prohibited by the Village provided that the following conditions are met:

- The applicant is qualified for the position;
- The employee and relative will not be in a direct reporting relationship including a supervisory relationship with one another;
- The personal relationship does not adversely affect the Village; and
- Any changes in status are reported immediately.

Exceptions may be granted in the discretion of the Village Board. For purposes of this section, "relatives" shall be defined as spouse, sibling, parent, child, grandchild, grandparent, in-laws, uncle, aunt, niece or nephew.

1.06 Introductory Period

Newly hired employees will serve a six (6) month introductory period. Employees promoted or transferred to a new position with the Village will serve a six (6) month introductory period in the new position. Employees hired for seasonal/temporary or part-time work will serve an introductory period as deemed appropriate by the Human Resources Manager.

The introductory period gives employees the opportunity to complete training and orientation to the new position, to demonstrate their ability to achieve a satisfactory level of performance, and to determine whether the position meets their expectations. The Village uses the introductory period to evaluate employee capabilities, work habits and overall performance. Written evaluations of employees' ability to perform the duties of the position will generally be conducted prior to the end of the introductory period for regular full-time and regular part-time employees. The successful completion of the introductory period does not alter the at-will employment relationship.

1.07 Competing Employment

Subject to the Village Board's prior written approval, employees may work or volunteer for other businesses or entities during the course of their employment with the Village, provided that:

- Employees do not accept or perform work of a nature that conflicts with the business, programs, or services that the Village provides.
- The work does not interfere with the employee's performance and effectiveness, including but not limited to regular attendance, in his/her employment position with the Village.
- In performing such work or volunteer duties, employees shall not make use of any Village resources, including but not limited to, its computer hardware/software, telephones, facsimile machines, copiers, or other business equipment.
- Such work or volunteer activities shall not be performed on Village workplace premises or during Village work hours.

1.08 Performance Reviews

The Village Board and/or Human Resources Manager may periodically conduct a review of each employee's performance. The review will focus on job-related performance, Village expectations, and employee strengths that contribute to the organization. Improvement plans may be developed as part of the review process. Performance reviews will become part of the employee's personnel file.

1.09 Personnel Records

The Village keeps personnel records for each of its employees, which are managed by the Human Resources Manager. The files are secured in a locked cabinet. Medical information is maintained in a separate confidential medical file. Except as otherwise required by applicable open records or other laws, no information from the personnel records will be released to third parties other than employment verification, and employment dates and title, without prior written authorization of the employee.

Any employee may view his or her personnel file by providing a written request to the Human Resources Manager. Up to two (2) requests per calendar year will be granted in accordance with applicable law. No employee may alter or remove any document in his or her personnel file. If an employee disagrees with any information contained in the personnel file he or she may submit a written statement explaining the employee's position, which will be attached to the disputed portion of the employee's file.

1.10 Resignation Process

Employees are requested to submit a written letter of resignation to the Human Resources Manager at least two (2) calendar weeks in advance of the effective date of the resignation. Once a resignation has been submitted, the action cannot be withdrawn except upon mutual agreement by the employee and the Human Resources Manager. Employees are generally expected to work during the two-week notice period. However, the Village reserves the right to accelerate the effective date of the resignation or waive the resignation notice requirement if it is in the best interest of the Village to do so.

The Village requires that employees return all documents, files, computer equipment, tools, Village credit cards, keys, and other Village-owned property on or before the last day of work. Failure to provide timely notice of resignation or to return all Village property will result in forfeiture of payment for any accrued, unused vacation.

Section 2: General Workplace Policies

2.01 Sexual and Other Workplace Harassment

Scope: The Village is committed to providing a work environment free of unlawful harassment. This policy prohibits any Village employee, male or female, from harassing another employee on the basis of his/her sex or other protected status. The policy applies to all employees, including supervisors and managers, and also applies to conduct toward Village employees by outside vendors, consultants or citizens. It applies to conduct in the workplace and while conducting business in work-related settings outside the workplace.

Prohibited Conduct: Prohibited sexual harassment includes:

- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature;
- Implicitly or explicitly making or permitting acquiescence in or submission to such conduct a term or condition of employment or making or permitting acquiescence in, submission to or rejection of such conduct a factor in employment decisions affecting the employee; and
- Permitting such conduct to have the purpose or effect of substantially interfering with an employee's work performance or of creating a hostile, intimidating or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Prohibited harassment includes those behaviors listed above in addition to sexual jokes and innuendo; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures (including through e-mail) and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. This policy prohibits verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service or other characteristic protected by law and that: 1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; 2) has the purpose or effect of substantially interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. This includes ethnic jokes, slurs or name-calling, denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group, including through e-mail.

In addition to harassment, this policy also strictly prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of or proceeding relating to such reports.

Reporting and Investigation: The Village strongly encourages and expects prompt reporting of all observed incidents of discrimination, harassment or retaliation, regardless of the alleged offender's identity or position. An employee who believes he or she has been the subject of discrimination, harassment or retaliation or who has otherwise witnessed such conduct should report the matter as soon as possible to the Human Resources Manager, or if the report concerns the Human Resources Manager, to a member of the Village Board. Supervisors who become aware of prohibited discrimination, harassment or retaliation must promptly bring the matter to the attention of the Human Resources Manager. A prompt and thorough investigation will be undertaken to determine the facts. The investigation will

include interviews with the parties involved and may also include interviews with individuals who may have observed the alleged conduct or who may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Consequences: After investigation, any employee, including any supervisor or manager, found to have sexually or otherwise harassed another employee, supervisor or manager or to have engaged in discrimination or retaliation in violation of this policy will be subject to appropriate discipline, up to and including termination, and/or other corrective action.

2.02 Disability Accommodation

In compliance with applicable disability discrimination laws, the Village prohibits discrimination on the basis of disability and is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities. Consistent with this policy of nondiscrimination, the Village will provide reasonable accommodations where the Village has been made aware of a disability and where the accommodations do not impose an undue hardship or present a direct threat to the health and safety of the individual or others.

In general, it is the responsibility of the applicant or employee to notify the Village of the need for an accommodation. An applicant or employee who requires an accommodation should notify his/her supervisor. Upon receipt of an accommodation request, the Village may ask the individual for information and input concerning the functional limitations caused by the condition to determine disability status and for information and input about the type of accommodations that are believed to be necessary or reasonable. The Village may also seek the individual's authorization to obtain additional information and input from health care providers or other professionals concerning the condition, the limitations it causes, and the types of accommodations that may be available to enable the individual to perform his/her job-related responsibilities.

2.03 Violence Free Workplace

Scope: The Village expressly prohibits any acts or threats of violence by any employee against any other employee. The Village will not condone any acts or threats of violence against employees, citizens, or visitors on workplace premises at any time or while they are engaged in business with or on behalf of the Village, on or off the premises.

Prohibited Conduct: The following list of behaviors, while not all-inclusive, provides examples of conduct that is prohibited.

- Causing physical injury to another person;
- Making remarks threatening violence;
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to distress;
- Intentionally damaging the property of the Village or the property of any Village employee, member or visitor; and
- Possession of a firearm or weapon while on Village property or conducting Village business, except for law enforcement purposes.

Reporting: If an employee receives or overhears any threatening communications from an employee or outside third party or witness or experience any violent conduct, immediately report it to a supervisor or

the Human Resources Manager. Threats or acts of violence against employees occurring outside the workplace that may carry over into the workplace should also be reported.

Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee, citizen or visitor to the premises contact 9-1-1 immediately.

All reports of violence or threats of violence will be kept confidential, to the extent possible, and will be investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence. Employees will not suffer retaliation for reporting violent incidents or threats or for participating in investigation of violence or threats. Any employee retaliating against another employee for reporting or participating in investigations of workplace violence will be subject to discipline, up to and including termination.

Consequences: Violations of this policy, including failure to report violence or to fully cooperate in the investigation of reports, may result in disciplinary action, up to and including termination.

2.04 Drug and Alcohol Free Workplace

It is the policy of the Village to provide a drug and alcohol free work environment for its employees. Manufacture, distribution, possession, sale or use of any illegal drugs, alcohol, or controlled substances while engaged in Village business is strictly prohibited. Employees are required to report to work free from the influence of alcohol, illegal drugs, or other controlled substances. Employees who violate this policy will be subject to appropriate disciplinary action, up to and including termination.

In addition, because prescription medication may also affect an individual's ability to perform his/her job, employees should notify their supervisor or the Human Resources Manager prior to starting work if they are taking legal prescription drugs that they believe may impact their ability to safely perform their job duties. After consultation, the Human Resources Manager will determine whether the employee may continue to work or whether any appropriate work restrictions will be imposed.

2.05 Drug and Alcohol Testing Program

In accordance with the requirements of the Omnibus Transportation Employee Testing Act of 1991, the Village has implemented a Drug and Alcohol Testing Program covering those employees who are required to have a Commercial Drivers' License (CDL). Employees are expected to become familiar with and comply with the requirements of the program. Employees who violate the program will be subject to appropriate disciplinary action, up to and including termination.

2.06 Health and Safety Policy

The Village is committed to providing a safe work environment for its employees. Prevention of accidents and injuries to employees and the general public is of priority concern. Each employee must work in a safe manner and observe good safety practices and procedures and safety rules, for the safety of the employee, co-workers and the public. Safety responsibilities of all Village employees include:

- Exercising maximum care and good judgment at all times to prevent accidents and injuries and following all applicable safety rules.
- Reporting immediately to the Human Resources Manager any injury or illness sustained on the job, regardless of how minor.
- Reporting unsafe conditions, equipment, or practices to a supervisor or the Human Resources Manager.

- Using safety equipment and wearing protective safety clothing when the work requires it.
- Seeking further training and instruction in the event an employee is unsure of how to operate machinery or perform a task.

Employees who violate health and safety rules will be subject to appropriate disciplinary action, up to and including termination.

2.07 Solicitation/Distribution Policy

In order to avoid disruption and lost productivity, employees are prohibited from solicitation during their working time or during the working time of employees being solicited. Working time does not include meal periods and other break periods. Employees are also prohibited from distribution of literature of any kind during working and non-working time in working areas. Working areas do not include lunch/break rooms or the parking lot. Non-employees are prohibited from solicitation and/or distribution for any purpose on Village workplace premises.

2.08 Ethical Guidelines and Conflicts of Interest

In order to preserve public confidence in the integrity of municipal officials and employees and to promote high ethical standards in local government, the Village has adopted the following guidelines to assist officials and employees in determining the proper course of action when faced with uncertainty.

- No Village employee shall use or permit the use of Village vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or are provided as Village policy for use of such employee in the conduct of official business, as authorized by the Village Board.
- No Village employee shall engage in any business transaction with the Village or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her duties or will tend to impair his/her independence or judgment or action in the performance of his/her duties.
- Any Village employee who has a substantial financial interest, including employment, in any business entity entering into, proposing to enter into or bidding on any transaction with the Village, or as part of his official duties will be making an official decision or recommendation significantly affecting a business competitor, client or regular customer, shall disclose such interest to the Village Board.
- No Village employee shall represent, for compensation, private interests before the Village Board without disclosure of the private business relationship and explicit consent of the Village Board.
- No Village employee, without proper authorization of the Village Board, shall disclose confidential information concerning the property, government or affairs of the Village, nor shall he/she use such information to advance the financial or other private interest of himself/herself.
- No Village employee shall accept anything of value whether in the form of a gift, service loan or promise from any person who, to his/her knowledge, has a direct financial interest in any transaction or official business with the Village, which may tend to impair his/her independence of judgment or action in the performance of his/her official duties. However, it is not a conflict of interest for an employee to receive a gift or gratuity that is an unsolicited item of nominal intrinsic value, such as a meal up to \$10.00 in value.
- No Village employee is prohibited from exercising his/her political rights to engage in political activities, including the right to petition, make speeches, campaign, or run for public office, so long as the employee does not use his/her official position of Village employment to coerce or influence others and does not engage in political activities while he/she is at work.

Section 3: Hours of Work and Compensation

3.01 Hours of Work and Work Schedules

The Village Board determines the hours of operation. The normal work week and normal work day, as well as work schedules, will be determined by the Village Board for each Village department, and may include weekend, night and holiday work, as deemed appropriate. There is no guarantee or limitation placed on the number of hours to be scheduled or worked per day or per week.

Employees are expected to work their regularly scheduled work hours and assigned meetings. Schedule changes may be required to accommodate Village operational needs. In the event the Village changes employees from one regular schedule of days and/or hours to another schedule of days and/or hours, the Village will attempt to give as much advance notice as practicable.

Employees may also be required to attend other additional meetings upon request of the Village Board, the Village Board President and/or the Human Resources Manager.

3.02 Lunch Breaks

The Village encourages employees to take lunch breaks away from their work area. Employees who work an assigned work day in excess of six hours will receive a 30 minute unpaid meal break, which may be taken off the premises if the employee wishes to do so. Breaks are not intended to alter an employee's work schedule and may not be taken at the start or end of an employee's scheduled work day. Lunch break times should take into consideration the needs of co-workers and the Village.

3.03 Reporting Absences

Employees are required to call in and report absences or tardiness to their supervisor at least 30 minutes before the start of the work day unless circumstances prevent the employees from calling in. If an emergency situation exists, the employee must notify the supervisor at the earliest reasonable time. Employees must notify their supervisor on each day of an absence.

3.04 Compensation/Pay

Compensation/pay rates will be determined by the Village Board.

3.05 Pay Periods and Pay Practices

For payroll purposes, the workweek begins at 12:01 on Sunday and ends at midnight on Saturday. Employees will be paid on a monthly basis, generally on the first business day of the month for the preceding pay period. If a pay day falls on a holiday, employees will be paid on the preceding work day.

The Village takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled pay day. It is also the Village's policy to comply with the salary basis requirements under the law for exempt employees and to prohibit improper deductions from the salaries of exempt employees. In the unlikely event that there is an error in the amount of pay or a possible improper deduction, the employee should promptly bring the discrepancy to the attention of the Human Resources Manager so that corrections can be made as quickly as possible. Employees will not suffer any reprisal for reporting pay concerns or suspected errors in pay or deductions.

3.06 Timekeeping

Employees are required to submit a time sheet each workweek for the purpose of tracking hours worked and calculating compensation. Time is recorded in 15 minute increments for non-exempt employees.

Employees are responsible for accurately recording their hours worked, their leave hours used, and for signing their timesheet certifying that the information that they provided is accurate and true. Any corrections or modifications made to the time record must be verified for accuracy and initialed by both the employee and the Human Resources Manager. Employees may not sign another employee in or out or otherwise alter another employee's timesheet. Failure to accurately record time worked and/or falsification of time records will result in discipline, up to and including termination.

3.07 Overtime

Exempt Employees: Exempt employees are employees who fall within an exemption to overtime under applicable wage and hour laws.

Non-Exempt Employees: Non-exempt employees are employees who are eligible to be paid overtime under applicable wage and hour laws.

The Village may require employees to work overtime when deemed necessary. Prior authorization from a supervisor is required before any non-exempt employee works overtime. Working unauthorized overtime may result in disciplinary action, up to and including termination.

Overtime will be paid to non-exempt employees for hours worked in excess of forty (40) hours in a workweek. Hours worked will include sick leave, vacation, holidays and any other paid time off. Overtime will be paid at one and one-half (1½) times the regular rate of pay. There will be no pyramiding of overtime pay.

3.08 Weekend Premium Pay

Utility District employees scheduled to perform work on weekends will be paid at a rate of time and one-half (1½) times their hourly rate of pay for hours worked on Saturdays and Sundays.

3.09 Call In Pay

In the event employees are recalled to work after completing their scheduled work day, they will be paid at the rate of one and one-half (1½) times their hourly rate of pay for a minimum of two (2) hours or for the actual hours worked, whichever is greater. This provision shall not be construed to include hours worked consecutively prior to or subsequent to the employee's scheduled work day.

Section 4: Sick Leave and Leaves of Absence

4.01 Sick Leave

Accumulation: Beginning January 1 following successful completion of the initial introductory period, regular full-time employees will be credited sick leave. In the first year, the amount of credited sick leave will be pro-rated based on hire date. Newly hired regular full-time employees will be credited 6.66 hours of sick leave for each complete month of employment. Thereafter, regular full-time employees will be credited with 80 hours of sick leave each January 1. Sick leave may accrue up to a maximum of 240 hours.

Sick Leave Use: Sick leave may be used for the following reasons: (1) illness, injury, pregnancy or other short-term disability that renders the employee incapable of performing job duties; (2) employee medical, dental, or optical examinations or treatment when examinations or treatment cannot be scheduled outside normal work hours; and (3) illness, injury or medical appointments for the employee's spouse, domestic partner, child who is a member of the employee's household, adult child if the child is not capable of self-care, or parent or parent of a spouse or domestic partner if not capable of self-care. For occupational illness or injury, employees may use sick leave to supplement benefits paid through worker's compensation to bring the employee's total compensation up to the employee's regular base rate of pay for any given pay period.

Sick leave may not be utilized in increments of less than one hour.

Qualifications for Use of Sick Leave: Employees must notify their supervisor of their absence at least 30 minutes prior to the beginning of their scheduled shift on each day of an absence. For absences relating to non-emergency examinations or treatment appointments, employees should request the time off as soon as possible in advance of the examination or appointment.

In the event of sick leave use for periods of three or more consecutive scheduled shifts, or in situations where the circumstances surrounding the absence raise a question as to the validity of the sick leave use, the employee taking sick leave shall, upon request, furnish the Human Resources Manager with documentation signed by a licensed health care provider, certifying that the employee was unable to report to work during the period of his or her absence and that the employee is medically able to return to work. The Village also reserves the right to make such other medical inquiries as determined necessary and lawful in conjunction with sick leave use.

Termination: Regular full-time employees who retire from Village employment under the provisions of the Wisconsin Retirement System will receive credit for accrued, unused sick leave up to a maximum of 240 hours to be used by the Village for purposes of paying the premium for continued health insurance coverage for the employee and his/her dependents for any plan in which the employee is participating at the time of his/her retirement. Employees will not be credited with any pro-rated amount of sick leave for the year in which retirement occurs. Accrued, unused sick leave is not otherwise paid out at termination for employees who are not retiring.

4.02 Bereavement Leave

Regular full-time employees will be granted up to two (2) working days off with pay in the event of the death of an immediate family member. For purposes of this section, "immediate family member" includes spouse, domestic partner, parent, grandparent, child, grandchild, and sibling of the employee or the employee's spouse or domestic partner and any other relative living in the employee's household. Additional unpaid time off, up to five (5) working days, may be approved by the Human Resources

Manager. Employees may elect to substitute paid time off (sick leave, vacation or personal holidays) for the additional time off.

4.03 Military Leave

Leaves for military service and reinstatement after military service will be provided in accordance with the requirements of applicable law. The Village will compensate full-time employees for the difference between the employee's regular base pay and the pay received for military services, up to a maximum of 100 days in any one calendar year.

4.04 Jury Duty, Court Appearances and Voting Leave

Regular full-time and regular part-time employees required to serve on jury duty or to appear as a witness in a court proceeding that causes the loss of regularly scheduled work days will receive full pay for the time lost. However, the employee must remit to the Village Treasurer compensation received for jury duty, excluding mileage and meal reimbursement. Employees must present the Human Resources Manager with notice that they have been summoned for jury duty or subpoenaed as a witness and may be required to provide documentation affirming their service in order to be eligible for pay. Employees are expected to report to work to complete the remainder of their shift after released from jury or witness duty.

Generally employees are able to find time to vote either before or after their regularly scheduled work hours. If employees are unable to vote in an election during their nonworking hours they will be allowed to be absent from work for up to three (3) consecutive hours, without pay, while the polls are open. Employees must request such time off before the election date. The Human Resources Manager may decide the time of the day for the absence in order to ensure that operating requirements are met.

4.05 Family Medical Leave

The Village offers federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave (WFMLA) benefits. This policy provides employees with a general description of their FMLA and WFMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. Federal and Wisconsin FMLA leaves and, in appropriate circumstances, worker's compensation leave, will generally run concurrently. Employees with any questions regarding this policy may contact the Benefits Administrator.

Eligibility for FMLA/WFMLA Leave:

Employees are eligible for federal FMLA leave if they:

1. Have been employed for at least 12 months; and
2. Have worked at least 1,250 hours during the 12 calendar months immediately preceding the commencement of the leave.

Employees are eligible for Wisconsin FMLA leave if they:

1. Have been employed for at least 52 consecutive weeks; and
2. Have worked or been paid for at least 1,000 hours during the preceding 52 weeks prior to the commencement of the leave.

Basic FMLA/WFMLA Leave: Employees who meet the eligibility requirements for federal FMLA leave are eligible to take up to a combined total of 12 weeks of unpaid leave during any 12-month period for any one or more of the following reasons:

1. The birth of the employee's son or daughter and to care for the newborn child.
2. The placement with the employee of a son or daughter for adoption or foster care and to care for the newly placed child.
3. To care for a spouse (including legally married same-sex spouse), son, daughter, or parent with a serious health condition.
4. Due to the employee's own serious health condition that renders the employee unable to perform one or more of the essential functions of his or her position.

In the case where a married couple is employed at Village, the two spouses together may take a combined total of 12 weeks' leave during any 12-month period for reasons 1 and 2, or to care for the same parent pursuant to reason 3.

Employees who meet the eligibility requirements for Wisconsin FMLA leave are eligible to take unpaid leave during a 12-month period for the following:

1. Up to six (6) weeks for the birth or adoption of an employee's child, provided the leave begins within sixteen (16) weeks of the birth or adoption of that child.
2. Up to two (2) weeks to care for a spouse (including legally married same-sex spouse), son, daughter, parent, domestic partner, domestic partner's parent or parent-in-law with a serious health condition.
3. Up to two (2) weeks for an employee's own serious health condition.

The definition of "domestic partner" includes (1) same-sex couples who register in their county of residence and (2) same-sex and opposite-sex couples who are not required to register.

For purposes of the Wisconsin FMLA, a serious health condition is defined as a condition that requires inpatient care in a hospital, nursing home or hospice or outpatient care that requires continuing treatment or supervision by a health care provider.

For purposes of the federal FMLA, a serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care, or that requires continuing treatment by a health care provider, which includes:

(1) a period of incapacity lasting more than 3 consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes: (a) treatment two or more times by or under the supervision of a health care provider (in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or (b) one treatment by a health care provider (an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or

(2) any period of incapacity related to pregnancy or for prenatal care; or

(3) any period of incapacity or treatment for a chronic serious health condition which continues over an extended time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity; or

(4) a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or

(5) any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than 3 days if not treated.

12-Month Period: The Village will measure leave entitlement and the amount of leave taken based on a calendar year (January 1 – December 31) for purposes of both federal FMLA leave and Wisconsin FMLA leave.

Military Family Leave (Federal Only):

There are two types of Military Family Leave available.

1. Qualifying exigency leave. Employees meeting the eligibility requirements for federal leave may be entitled to use up to 12 weeks of their basic federal FMLA leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, parent, son, or daughter is on covered active duty or called to active duty status in the Armed Forces, including the National Guard or Reserves. Qualifying exigencies may include:
 - Short-notice deployment (up to 7 days of leave)
 - Attending certain military events
 - Arranging for alternative childcare
 - Addressing certain financial and legal arrangements
 - Periods of rest and recuperation for the servicemember (up to 15 days of leave)
 - Attending certain counseling sessions
 - Attending post-deployment activities (available for up to 90 days after the termination of the covered servicemember's active duty status)
 - Other activities arising out of the servicemember's active duty or call to active duty and agreed upon by the Village and the employee

2. Military caregiver leave. There is also a special leave entitlement that permits employees who are the spouse, parent, child or next of kin to take up to 26 weeks of leave to care for a covered servicemember or veteran during a single 12-month period. (A single 12-month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month calendar year period established for other FMLA purposes.) A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness incurred in the line of duty while on active duty or a veteran of the Armed Forces, including the National Guard or Reserves, discharged within the 5-year period before the family member takes leave to care for the veteran and who is undergoing medical treatment, recuperation or therapy for a qualifying serious injury or illness.

When both husband and wife work for the Village, the aggregate amount of leave that can be taken by the husband and wife to care for a covered servicemember is 26 weeks in a single 12-month period.

Intermittent or Reduced Scheduled Leave: An employee does not need to use leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule in increments of not less than

one hour when medically necessary for the serious health condition of the employee or family member or the injury or illness of a covered servicemember. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Village's operations. Military leave due to qualifying exigencies may also be taken on an intermittent basis. Under federal FMLA, leave may not be taken on an intermittent or reduced leave schedule basis when used to care for the employee's own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless both the Village and employee agree to such intermittent or reduced schedule leave.

Employees may use intermittent leave or reduced schedule leave for any type of leave taken under the Wisconsin FMLA.

Employee Responsibilities When Requesting FMLA Leave: If the need to use FMLA leave is foreseeable, the employee must give the Village at least 30 days' prior notice of the need to take leave. When 30 days' notice is not possible, the employee must give notice as soon as practicable (within 1 or 2 business days of learning of the need for leave, except in extraordinary circumstances). Failure to provide such notice may be grounds for delaying the start of the FMLA leave.

For unforeseeable leave, employees must comply with the Village's usual and customary procedural requirements for requesting leave, including a requirement that a specific person be contacted, absent unusual circumstances. Failure to provide such notice may be grounds for delaying the start of the FMLA leave.

Employer Responsibilities: When an employee requests leave the Village will inform the employee, typically within five business days of a leave request, whether he or she is eligible for leave under the federal FMLA and/or Wisconsin FMLA. If eligible, the employee will be given a written notice that includes details on any additional information he or she will be required to provide. If the employee is not eligible, the Village will provide the employee with a written notice indicating the reason for ineligibility.

If leave will be designated as FMLA and/or WFMLA-protected, the Village will inform the employee in writing that the leave is designated as such, typically within five (5) business days of receiving sufficient information to determine whether leave is being taken for a WFMLA/ FMLA-qualifying reason, and will provide information on the amount of leave that will be counted against employee's leave entitlement under the Wisconsin FMLA, the federal FMLA or both.

Medical Certification: If the employee is requesting leave because of the employee's own or a covered family member's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. Employees will be provided certification forms by the Village. When the employee requests leave, the employee will be notified of the requirement for medical certification and when it is due (generally, no more than 15 calendar days after the employee requests leave). If the employee provides at least 30 days' notice of medical leave, he or she should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner, absent extenuating circumstances, may result in denial of the leave.

The Village will also require certification of the qualifying exigency for military family leave and certification for the serious injury or illness of the covered servicemember for military caregiver leave. The employee must respond to such a request within 15 calendar days of the request, absent extenuating circumstances. Failure to provide certification may result in denial of FMLA leave.

Recertification: In general, the Village may request recertification no more often than every 30 days and only in connection with an absence by the employee. If a certification indicates that the minimum duration of the serious health condition is more than 30 days, the Village will generally wait until that minimum duration expires before requesting recertification. However, in all cases, including cases where the condition is of an indefinite duration, the Village may request a recertification for absences every six months. The Village may request a recertification in less than 30 days only if: the employee requests an extension of leave; the circumstances described by the previous certification have changed significantly, or the Village receives information that causes it to doubt the employee's stated reason for the absence or the continuing validity of the existing medical certification.

Failure to provide requested recertification within 15 days, except in extraordinary circumstances, may result in the delay of further leave until the requested certification is provided.

Substitution of Paid Time Off for Unpaid Leave: Under the federal FMLA, the employee must substitute accrued paid leave (sick, vacation, personal holiday) before any portion of unpaid leave under the Act.

Under the Wisconsin FMLA, the law requires that employees be allowed to choose to substitute paid or unpaid leave provided by the Village for any type of leave under the WFMLA, at the employee's option.

Medical and Other Benefits: During an approved FMLA/WFMLA leave, the Village will maintain the employee's health benefits as if the employee continued to be actively employed. If paid leave is substituted for unpaid FMLA/WFMLA leave, the Village will deduct the employee's portion of the health plan premium as a regular payroll deduction. If leave is unpaid, the employee must pay his or her portion of the premium. The employee should contact the Benefits Administrator to make arrangements to make monthly premium payments.

If the employee elects not to return to work for at least 30 days at the end of the leave period, the employee will be required to reimburse the Village for the cost of the premiums paid by the Village for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or certain other circumstances beyond the employee's control.

Return to Job at End of FMLA Leave: An employee who takes leave under this policy may be asked to provide a fitness-for-duty clearance from the health care provider addressing the employee's ability to perform the essential functions of the employee's job. If a fitness-for-duty certification will be required upon completion of the leave employees will be notified of that requirement at the time their leave is designated as FMLA-qualifying. Upon return from FMLA leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

4.06 Other Leaves of Absence

Requests for leaves of absence for medical or other personal reasons will be considered on a case-by-case basis. Leaves of up to five consecutive work days may be authorized by the Human Resources Manager. Extended leaves of longer duration may be authorized by the Village Board.

Leave requests should be submitted, in writing, as far in advance as possible. The Village reserves the right to request documentation supporting the need for a leave of absence, including documentation from a health care provider for purposes of requests for medical leaves of absence.

Leaves of absence are unpaid and will be granted only after exhaustion of accrued paid leave (sick leave, vacation, personal holidays). Employees will continue to earn sick leave and vacation during an extended leave of absence up to twelve weeks. Employees do not receive holiday pay for any recognized holidays

that fall within a leave of absence. Continuation of group insurance benefits (e.g., health, dental, life, short term and long term disability) is subject to the terms and conditions of the applicable insurance plan. The Village will continue to pay the Village's portion of group health insurance premiums during family medical leaves, approved sick leave, worker's compensation leave or other personal leaves of absence for up to twelve weeks. The Village will not continue to make contributions toward payment of other group insurance premiums during an extended leave of absence, except as may otherwise be required by law.

The Village will make reasonable efforts to return employees to work upon expiration of a leave of absence. However, the Village cannot guarantee that an employee's position will remain available or that a comparable position will exist upon an employee's return from a leave of absence.

Section 5: Insurance, Retirement and Other Benefits

5.01 Disclaimer

The following is a general summary of the insurance and retirement benefits currently provided by the Village. It is not intended to, and does not, provide all details of the benefits or change or interpret the terms of the official plan documents or applicable state law. To the extent that any information in the handbook is inconsistent or conflicts with the official plan documents or the law, the terms of the plan documents and applicable law govern. Additional information about any of the benefits described is available from the Benefits Administrator. The Village Board reserves the right to amend, modify or terminate, in whole or in part, any or all of the benefits described.

5.02 Retirement

The Village is a participant in the Wisconsin Retirement System. Eligible employees may participate in the WRS retirement benefits with the employee paying the entire employee-required contribution and the Village paying the entire employer-required contribution.

5.03 Health Insurance

The Village currently participates in the State of Wisconsin Group Health Insurance Program and eligible employees have the option to select coverage from among various plans offered. For full-time employees, the Village currently pays an amount equal to 88% of the gross premium of the least costly plan offered, based on average premium cost of the qualified plans in the service area, toward the premium cost for employee and/or dependent coverage. For other eligible employees, the Village pays the required minimum percentage of the premium. Employees are responsible for payment of the remainder of the cost of premiums through payroll deduction.

The Village will continue to pay the Village's portion of the premium during an employee's family medical leave, approved sick leave, worker's compensation leave or unpaid personal leave for up to 12 weeks. Coverage will continue during other leaves at the employee's own expense.

5.04 Dental Insurance

The Village currently offers a group dental insurance plan to eligible full-time employees. The Village pays 95% of the premium cost for single or family coverage. Employees are responsible for payment of the remainder of the cost of premiums through payroll deduction.

5.05 Life Insurance

The Village currently offers term life insurance benefits in accordance with the terms of the Wisconsin Public Employers Group Life Insurance Program to employees eligible to participate in the Wisconsin Retirement System. The Village pays the cost of basic and supplemental coverage. Eligible employees may choose to purchase additional coverage (additional units, spouse and/or dependent coverage) at their own expense to be paid by the employee through payroll deduction.

5.06 Income Continuation Insurance

The Village currently offers and pays the premium cost for standard level coverage under the provisions of the Wisconsin Public Employer's Income Continuation Program with a 30-day elimination period.

Employees may select supplemental coverage but are responsible for payment of any premium costs in excess of the standard level coverage rate, through payroll deduction.

5.07 Other Disability Insurance

The Village currently offers other group disability plans to eligible employees. Employees are responsible for payment of the entire cost of the premiums through payroll deduction.

Section 6: Vacation and Holidays

6.01 Vacation

Vacation Amount: Regular full-time employees are eligible for vacation. Vacation earned in one calendar year is credited on January 1 for use in the subsequent calendar year based on each full year of service according to the following schedule.

<u>Year</u>	<u>Days of Vacation</u>
After One	10 Days
After Two	11 Days
After Three	12 Days
After Four	13 Days
After Five	15 Days
Each year after Five	One additional day for each year up to a maximum of 25 days

Vacation earned in the first year of employment is pro-rated (equivalent to 6.66 hours per complete month of service). For example, an employee hired on July 1, 2016 will earn 5 days, which will be awarded on January 1, 2016 for use between January 1 and December 31, 2016. On January 1, 2017, the employee will be awarded 10 days of vacation to be used between January 1 and December 31, 2017.

Vacation Scheduling and Use:

- The use of vacation is subject to approval by the Human Resources Manager. For the Human Resources Manager, vacation use is subject to approval by the Village Board President. Vacation requests for time off of one day or less should be submitted at least 24 hours in advance of the requested time off. All other vacation requests should be submitted at least two weeks in advance of the requested time off.
- Vacation may be used in increments of one hour or more.
- Vacation should be used in the calendar year in which it is awarded. However, with prior approval of the Village Board President and the Human Resources Manager up to five vacation days may be carried over into the next calendar year. Any vacation carried over must be used by May 1 or it is forfeited.

Vacation at Termination: At separation of employment, employees will be paid for any accrued, unused vacation awarded on the January 1 preceding the date of separation. Employees will not be paid any pro-rated amount of vacation for the year in which termination occurs. Payment is contingent upon the employee providing timely notice of resignation and returning all Village property.

6.02 Holidays

Regular full-time employees are eligible for the following paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving

- Christmas Eve
- Christmas Day
- Two personal holidays

Regular part-time employees are eligible for one personal holiday each calendar year.

If the actual holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If the actual holiday falls on a Sunday, the following Monday will be observed as the holiday. In any year in which Christmas Day falls on a Saturday or Sunday, the Christmas Day holiday will be observed on the next succeeding Monday. In any year in which Christmas Eve falls on a Sunday, the holiday will be observed on the preceding Friday.

To be eligible for holiday pay, an employee must work the day preceding and the day following the recognized holiday unless the employee is on authorized leave. Employees absent on sick leave on the day of the holiday are not entitled to holiday pay.

Employees are paid up to 8.5 hours of holiday pay according to the number of regularly scheduled hours of work on the designated holiday. Employees who are scheduled to work on a holiday will be paid at a rate of time and one-half ($1\frac{1}{2}$) times their hourly rate of pay for hours worked on the holiday, in addition to any holiday pay for which they are eligible. Employees who are called in to work on a holiday will be paid at the rate of one and one-half ($1\frac{1}{2}$) times their hourly rate of pay for a minimum of two (2) hours or for the actual hours worked, whichever is greater, in addition to any holiday pay for which they are eligible.

Section 7: Employee Responsibilities

7.01 General Statement

The orderly and efficient operation of the Village requires that employees adhere to workplace rules and proper standards of conduct at all times. Although not exhaustive, the employee handbook sets forth general rules, standards and expectations for employee conduct. In addition to the general rules set forth in the employee handbook, Department Heads may also establish written work rules for the day-to-day operation of their respective department. Such additional rules are subject to approval by the Village Board prior to becoming effective and shall not be inconsistent with the rules, standards, and policies and procedures set forth in the employee handbook. Department rules will be made available to employees of the specific department.

The failure of an employee to comply with rules, standards and other expectations of conduct, whether general or department-specific, may result in discipline, up to and including termination of employment.

7.02 Information Changes

Accurate and correct information is vital for benefit and insurance records and for other Village files. Employees are responsible for promptly notifying the Human Resources Manager of any change in information. The Village is not responsible for any damages or missed notifications if information changes are not timely provided.

7.03 Village Property

Computer/Telephone/Internet/E-mail/Voice Mail and all forms of Electronic Information:

- Employees should be aware of and comply with state and federal laws regarding the release of confidential, copyrighted, and licensed information.
- Employees will only transmit or download approved materials. Village computers and telephones are for business use only.
- All communications and information transmitted by, received from, or stored in any communication systems are the property of the Village.
- All passwords are the property of the Village and may not be altered by an employee. Passwords will be updated periodically.
- Employees must report any inappropriate information (such as content that violates the Village's harassment policy) they receive on these systems to their supervisor.
- The Village reserves the right to access and monitor any electronic, telephone, or other communications made using Village systems or property. Employees should have no expectation of privacy in their use of these systems.

Equipment and Supplies: All items in the Village buildings or donated to the Village, including but not limited to photocopiers, printers, file cabinets, office supplies, and postage belong to the Village and are for business use only. Property may not be removed from the premises without prior authorization. Employees must report any Village property that is broken or damaged to their supervisor. Gifts and per diems for speaking on behalf of and/or as a representative of the Village are the property of the Village.

Building Keys: Employees are responsible for building keys issued to them. Keys are not to be duplicated or shared. Keys are to be used only during scheduled work hours or as authorized. Lost keys must be reported to the Human Resources Manager immediately.

7.04 Personal Property

Personal cell phones should be set to mute during the work day and any personal calls or text messages should be made and/or taken during breaks and away from the employee's work area.

The Village does not assume responsibility for any personal property located on the premises. Employees may choose to bring personal property into the office or onto Village property but do so at their own risk.

7.05 Workplace Attire and Uniforms and Personal Protective Equipment

As representatives of the Village, employees are expected to dress in a professional and appropriate manner, taking into account scheduled meetings and events. Questions concerning what attire is professional and appropriate shall be decided by the Human Resources Manager.

The Village will provide the uniforms for those positions required to wear uniforms. The Village will also provide personal protective equipment (PPE) for those positions required to wear PPE.

7.06 Smoking

Smoking is not permitted in the Village buildings, facilities or vehicles.

7.07 Attendance and Punctuality

The Village expects regular attendance from all employees. This means that all employees must be at their appointed work location on time and fully ready and able to work at their starting time. Proper attendance and punctuality are important in order to maintain a good performance record. Excessive tardiness and absenteeism has a disruptive impact on Village operations and may result in discipline, up to and including termination of employment.

Employees are required to call in and report absences or tardiness to their supervisor at least 30 minutes before the start of the work day unless circumstances prevent the employees from calling in. If an emergency situation exists, the employee must notify the supervisor at the earliest reasonable time.

The following attendance infractions may result in discipline, up to and including termination of employment:

- Failure to report promptly at the starting time of a shift or leaving before the scheduled quitting time of a shift;
- Failure to timely notify a supervisor of an absence or tardiness;
- Excessive tardiness or absenteeism;
- Job abandonment (no call/no show for three consecutive working days) or other failure to report to work;
- Detour for personal business or pleasure while on Village time or on Village business;
- Abuse of sick leave privileges, including but not limited to claiming inability to work due to illness or injury when in fact no such illness or injury exists which prevents working;
- Failure to observe break time periods.

7.08 Standards of Conduct

It is not possible to list every rule and standard. The following list is not all-inclusive but sets forth some examples of rule and/or standard infractions in order to provide guidelines as to what conduct is unacceptable. An employee who fails to maintain at all times proper standards of conduct or who violates any of the partial list of rules stated below will subject himself or herself to disciplinary action, up to and including termination.

1. Theft of property belonging to other employees, the Village, or Village citizens.
2. Being under the influence of, or possessing, using, or distributing alcohol, illegal drugs or other controlled substances while working or engaging in Village business.
3. Deliberately or negligently damaging property or equipment belonging to the Village.
4. Misrepresenting, falsifying or withholding information on the employment application, time records or any other employment or Village record.
5. Insubordination or refusal to follow proper directives of an authorized supervisor or to perform assigned work.
6. Poor work performance or lack of performance. Loafing or sleeping on work time.
7. Use of Village vehicles, equipment, machines or tools, either inside or outside the office, without specific Village authorization.
8. Failure to immediately report workplace accidents, injuries or illnesses, no matter how slight.
9. Excessive absenteeism or tardiness; absences or tardiness without notice; failure to return to work upon exhaustion of approved leave of absence. Leaving before the end of the work day or not being ready to start work at the beginning of the work day without pre-approval of a supervisor.
10. Violation of workplace harassment or equal employment opportunity policies.
11. Absence without notification for three consecutive working days.
12. Unauthorized disclosure of proprietary Village information or confidential information relating to Village citizens.
13. Violation of the conflicts of interest and ethics policy.
14. Violation of the workplace violence policy.
15. Violation of safety rules or practices.
16. Violation of any other Village policies, procedures, rules or ordinances.

7.09 Travel and Reimbursement of Business Expenses

The Village will reimburse employees for expenses incurred and paid by the employee while conducting business for the Village or representing or attending meetings or training on behalf of, or as required by, the Village. Reimbursement includes the actual reasonable costs of meals, lodging, travel (other than using a personal vehicle), and incidental costs (e.g., parking). Employees must receive preapproval from the Human Resources Manager for all travel, meeting and training attendance requests. Requests for reimbursement, with receipts, must be submitted within 60 days or reimbursement will be waived.

7.10 Mileage Reimbursement and Use of Privately-Owned Vehicles for Village Business

Reimbursement for the use of a privately owned vehicle for Village business, measured from the Village Municipal Building to the locations of approved meetings, training, or business, will be paid at the current IRS rate. Payment of mileage allowance is subject to prior approval from the Human Resources Manager for use of a privately owned vehicle and submission of signed mileage records. Employees are responsible for maintaining appropriate insurance coverage for liability, bodily injury and property damage.

Section 8: Discipline and Grievance Procedure

8.01 Discipline

Discipline may result when an employee's actions do not conform with generally accepted standards of good behavior, when an employee violates a Village policy or rule, when an employee's performance is not acceptable, or when the employee's conduct is detrimental to the interests of the Village. An investigation into the facts and circumstances will be conducted. The findings may result in discipline, including but not limited to verbal warning, written warning, suspension (with or without pay), demotion, probation, or termination of employment. Discipline may be administered regardless of whether the offenses involve the same or different types of conduct. There may be circumstances when one or more steps are bypassed or repeated. Certain types of employee problems are serious enough to justify either a suspension or termination of employment without going through progressive discipline. Nothing in this section alters or is intended to alter an employee's at-will employment status. The Village reserves the right, in its sole discretion, to impose discipline as may be appropriate to the particular circumstances.

8.02 Grievance Procedure

Purpose and Scope: In accordance with Wis. Stats. § 66.0509, the Village has established this procedure for employees to utilize for matters concerning discipline, termination and workplace safety. An employee shall use this procedure for resolving disputes regarding discipline, termination and workplace safety, as defined herein. This procedure does not create a contract of employment or alter the at-will nature of employment with the Village.

Definitions: For purposes of this procedure, the following definitions apply:

1. "Employee" shall not include statutorily appointed individuals identified specifically in statutes as serving at the pleasure of a governing body, elected officials or independent contractors.
2. "Employee discipline" includes all levels of progressive discipline, but shall not include the following actions:
 - Placing an employee on paid administrative leave pending an internal investigation;
 - Counseling meetings or other pre-disciplinary action;
 - Actions taken to address work performance, including use of a performance improvement plan or placement on probation;
 - Non-disciplinary demotion, transfer or change in job assignment; or
 - Other personnel actions taken by the Village that are not a form of progressive discipline.
3. "Employee termination" shall include action taken by the Village to permanently separate an individual's employment for misconduct or performance reasons, lack of qualification or license or other inability to perform job duties, but shall not include the following personnel actions:
 - Voluntary quit or resignation;
 - Layoff or failure to be recalled from layoff at the expiration of the recall period;
 - Retirement;
 - End or completion of temporary or seasonal employment or assignment;
 - Job abandonment; or
 - Any other cessation of employment not involving an involuntary termination.

4. "Workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

Written Grievance: Any written grievance filed under this procedure must contain the following information:

- The name and position of the employee filing it;
- A statement of the issue involved;
- A statement of the relief sought;
- A detailed explanation of the facts supporting the grievance;
- The date(s) the event(s) giving rise to the grievance took place;
- The identity of the policy, procedure or rule that is being challenged;
- The steps the employee has taken to review the matter, either orally or in writing, with the employee's supervisor; and
- The employee's signature and the date.

Steps of the Grievance Procedure: Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a written grievance.

Step 1 - Written Grievance Filed with the Supervisor. The employee must prepare and file a written grievance with his/her supervisor within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The supervisor or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision, if possible, within ten (10) business days of receipt of the grievance. In the event the grievance involves the supervisor, the employee may initially file the grievance with the Human Resources Manager, who shall conduct the Step 1 investigation.

Step 2 - Review by Human Resources Manager. If the grievance is not settled at Step 1, the employee may appeal the grievance to the Human Resources Manager within five (5) business days of the receipt of the decision of the supervisor at Step 1. The Human Resources Manager or his/her designee will review the matter and inform the employee of his/her decision by written report, within ten (10) business days of receipt of the grievance.

Step 3 - Impartial Hearing Officer. If the grievance is not settled at Step 2, the employee may request in writing, within five (5) business days following receipt of the Human Resources Manager's decision, a request for written review by an impartial hearing officer (IHO). The Village Board President shall select the IHO. The IHO shall not be a Village employee; however, any costs incurred by the Village to retain the services of an IHO shall be paid by the grievant. In the event the grievant prevails in his/her grievance, such costs incurred by the Village and paid by the grievant shall be reimbursed to the grievant within twenty (20) days of the final decision.

In all cases, the grievant shall have the burden of proof to support the grievance. The IHO will determine whether the Village acted in an arbitrary and capricious manner. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. The IHO shall prepare a written decision. The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no authority to revise or otherwise modify the term of any Village personnel policy, ordinance or work rule.

Step 4 - Review by the Governing Body. If the grievance is not resolved after Step 3, the employee or the Village Board President shall request within five (5) business days of receipt of the written decision from the IHO a written review by the Village Board. The request for review shall be filed with the Village Board President for a hearing before the Village Board, generally at the next scheduled Board meeting. If it is not possible due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date of the Board.

The Village Board shall not take testimony or evidence; it may only determine whether the IHO reached an arbitrary or incorrect result based on a review of the record before the IHO. The matter will be scheduled for the Village Board's next regular meeting. The Village Board will inform the employee of its findings and decision in writing within ten (10) business days of the meeting. The Village Board shall decide the matter by majority vote and this decision shall be final and binding.

Timelines and Grievance Processing: An employee may not file a grievance outside of the time limits set forth above. If the employee fails to meet the timelines, the grievance shall be barred. Timelines are mandatory and may not be extended without the express written permission of the Village Board President. An employee must process his/her grievance outside of normal work hours.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the Village of Windsor Employee Handbook, effective January 1, 2016. I understand that I should read it and ask any questions I have about the employee handbook.

I further understand and acknowledge that the Village reserves the right, in its sole discretion and at any time, to amend, revoke or alter any of the provisions of this employee handbook. I understand and acknowledge that nothing contained in this handbook is to be construed as creating a contract of employment with any employee or as creating a guarantee or entitlement to any other rights, benefits or policies and that to the extent that any provision contained in this handbook conflicts with a provision or provisions contained in any statute or applicable plan document, the statute or plan document governs.

Date: _____

Signature: _____

Print Name: _____

**ACKNOWLEDGMENT OF EQUAL EMPLOYMENT OPPORTUNITY AND WORKPLACE
HARASSMENT POLICIES**

I acknowledge that I have received and read the Village's Equal Employment Opportunity and Workplace Harassment Policies set forth at Sections 1.02 and 2.01 of the employee handbook and that I have had an opportunity to ask any questions that I have concerning the policies, including any questions concerning my rights and duties under the policies. I understand that it is my obligation to promptly report to the Village all complaints or concerns of potential discrimination, harassment, or retaliation, regardless of the potential offender's identity or position with the Village.

I understand that the Village is strongly committed to a work environment in which all individuals are free from unlawful discrimination, harassment and retaliation and that the Village prohibits such conduct in the workplace. Therefore, I understand that employees who violate the Equal Employment Opportunity and Workplace Harassment Policies will be subject to appropriate disciplinary action, up to and including immediate termination of employment.

Date: _____

Signature: _____

Print Name: _____