

**VILLAGE OF WINDSOR  
VILLAGE BOARD RESOLUTION 2018-70**

**ADOPTION OF REPEAL AND REPLACE OF EMPLOYEE HANDBOOK**

**WHEREAS**, the Village Board of the Village of Windsor has adopted the Village's Employee Handbook; and,

**WHEREAS**, the Village Human Resource Benefits Manager (HR Benefits Manager) has reviewed the Employee Handbook; and,

**WHEREAS**, the HR Benefits Manager recommended language revisions to the Village Board at the July 10, 2018 Village Board meeting; and

**WHEREAS**, the Village Board concurred with the recommended changes and directed staff to provide language to legal counsel to review and bring back to the Board for approval; and

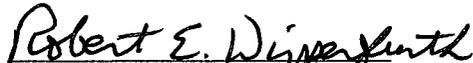
**WHEREAS**, the HR Benefits Manager has conferred with legal counsel and legal counsel has reviewed and updated the proposed changes; and

**WHEREAS**, the proposed changes are described in the HR Benefits Manager memo dated August 13, 2018, attached hereto as Exhibit A and incorporated into the August 16, 2018 version of the Employee Handbook attached hereto as Exhibit B,

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Windsor that the Employee Handbook dated March 16, 2017 is hereby repealed and replaced with Employee Handbook dated August 16, 2018 attached to Exhibit B.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on August 16, 2018, by a vote of 5 in favor and 0 opposed.

**VILLAGE OF WINDSOR**

  
Robert E. Wipperfurth, President

*Attested by:*

  
Christine Capstran, Clerk

**Incorporated by Reference:**

Exhibit A: HR Benefits Manager Memorandum dated August 13, 2018

Exhibit B: Employee Handbook dated August 16, 2018



# Memorandum

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To: Windsor Village Board  
From: Sindy Schwenn  
Treasurer/HR Benefits Manager  
Date: August 13, 2018  
Re: Employee Handbook Changes

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On July 10, 2018, the Village Board reviewed recommended changes to the Employee Handbook. The Board concurred with the changes and directed staff to have them reviewed by legal counsel. Leslie Sammon, Attorney at Axley Brynerson, LLP, reviewed the changes and recommended some modifications. Her recommendations were incorporated into the employee handbook and the final changes are outlined below:

## **I. Section 4.01 – Sick Leave**

1. Include language giving regular part-time employees that are scheduled to work thirty (30) hours or more paid sick leave on a pro-rated basis effective January 1, 2019. New language will state:

*Accumulation: Regular full-time employees are eligible for sick leave. Effective January 1, 2019, regular part-time employees scheduled to work (30) hours or more per week are eligible for sick leave on a prorated basis. Regular full-time employees will be credited up to 6.66 hours of sick leave for each complete month of employment up to a maximum of 240 hours. Employees will not accrue the full 6.66 hours each month if doing so results in exceeding the 240 maximum hours. The employee will not accrue any additional hours in subsequent months unless/until the sick leave balance falls below 240 hours.*

2. Remove the following sentence, “Regular full-time employees hired prior to 8/1/2016 will be credited with 80 hours of sick leave on January 1, 2017, and will be credited with up to 6.66 hours of sick leave for each complete month of employment thereafter.” This sentence was necessary when the Village transitioned sick leave from annual distribution to monthly accrual in 2016. It is no longer applicable.
3. Under section Sick Leave Examples, remove the first example and modify the second example to remove language regarding the 80 hours of sick leave credited on January 1, 2017. This language dealt with the Village’s transition from annual distribution of sick leave to monthly accrual and is no longer applicable.

4. Remove language stating sick leave may not be used in increments of less than one hour and change it to sick leave must be used in 15 minute increments. New language will state:

*Sick leave may be used in 15 minute increments. Sick leave may not be used before it is accrued and credited.*

## **II. Section 4.05 – Family Medical Leave Act (FMLA)**

1. Under section Medical and Other Benefits, add language stating the Village will continue paying all group insurance premiums, not just health premiums. New language will state:

*Medical and Other Benefits: During an approved FMLA/WFMLA leave, the Village will continue to pay the employer's portion of group insurance premiums (health, dental, life, income continuation insurance) for the plans the employee is enrolled in. If paid leave is substituted for unpaid FMLA/WFMLA leave, the Village will deduct the employee's portion of the group insurance premiums as a regular payroll deduction. If leave is unpaid, the employee must pay his or her portion of the premiums. The employee should contact the Human Resources Benefit Manager to make arrangements to make monthly premium payments.*

2. Add language stating employees will continue to earn paid time off including sick, vacation, and holiday pay. New language will state:

*Employees will continue to earn sick leave, vacation, and holiday pay during an approved FMLA/WFMLA leave.*

## **III. Section 6.01 – Vacation**

1. Under Vacation Amount, include language giving regular part-time employees that are scheduled to work thirty (30) hours or more paid vacation time on a pro-rated basis effective January 1, 2019. New language will state:

*Vacation Amount: Regular full-time employees are eligible for paid vacation in accordance with their years of service. Effective January 1, 2019, regular part-time employees scheduled to work thirty (30) hours or more per week are eligible for paid vacation on a pro-rated basis. Eligible new hires are awarded vacation upon hiring; however, they must complete a 6 month introductory period prior to using it. Employees are awarded vacation on January 1 to be used in the current year according to the following schedule...*

**IV. Section 6.02 – Holidays**

1. Include language giving regular part-time employees that are scheduled to work thirty (30) hours or more paid holidays and pro-rated floating holidays effective January 1, 2019. New language will state:

*Regular full-time employees are eligible for paid holidays that occur during their normal work schedule and personal holidays. Effective January 1, 2019, regular part-time employees that are scheduled to work thirty (30) hours or more per week are eligible for paid holidays that occur during their normal work schedule and pro-rated personal holidays.*

2. Clarify that two personal holidays for regular full-time employees equates to 16 hours (or two 8 hour days).
3. Modify the language to state regular part-time employees that work less than thirty (30) hours but more than twenty-four (24) hours receive one personal holiday (8 hours) each calendar year. New language will state:

*Regular part-time employees that work less than thirty (30) hours but more than twenty-four (24) hours are eligible for one personal holiday (8 hours) each calendar year.*

4. Add language to clarify personal holiday time can be used in increments of 15 minutes. New language will state:

*Personal holiday time can be used in increments of 15 minutes.*

5. Add language to clarify that employees will still receive holiday pay if on an authorized FMLA/WFMLA leave or approved vacation, paid sick leave, or personal holiday. New language will state:

*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 FMLA/WFMLA leave or have been approved to use their accrued paid time-off including vacation, sick leave or personal holiday.*

**V. Section 7.03 – Village Property**

1. Under Computer/Telephone/Internet/E-mail/Voice Mail and all forms of Electronic Information, add language pertaining to the use of work cell phones. New language will state:

*Computer/Telephone/Cell Phone/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.*
- *Village computers, telephones, cell phones and all forms of electronic communication are primarily for business use. Personal use should be minimal and is restricted to non-working time, such as breaks and meal periods.*

*Employees may not download software or applications onto Village-issued electronic devices without prior approval from a supervisor.*

- *All communications and information transmitted by, received from, or stored in any communication systems are the property of the Village.*
- *The Village reserves the right to access and monitor any electronic, telephone, cell phone or other communications made using Village systems or property. Employees should have no expectation of privacy in their use of these systems, and any communications and information transmitted by, received from or stored in any Village communication systems or property are subject to review by authorized Village personnel.*
- *Employees must report any inappropriate information (such as content that violates the Village's harassment policy) they receive on these systems to their supervisor.*
- *If an employee experiences a situation that requires them to use a Village-issued cell phone for personal use, the employee should report the incident to their supervisor within three business days. The employee may be responsible for any cost relating to the incident.*
- *Employees are prohibited from performing work outside scheduled working hours using cell phones or computer laptops or tablets, whether Village-issued or personal devices, without obtaining pre-approval from a supervisor to do so. Performing unauthorized, off-the-clock work may result in discipline, up to and including termination of employment.*
- *All passwords are the property of the Village and may not be altered by an employee. Passwords will be updated periodically.*
- *Employees in possession of company equipment such as a computer or cell phone are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or upon request, the employee must present the equipment in good working condition or potentially be required to pay the cost of replacement.*
- *Employees are expected to refrain from using Village-issued or personal cell phones while driving on Village business. If accepting the phone call is unavoidable, the employee is expected to quickly and safely find an area to stop to take/return the call or keep the call short and use a hands-free option if available. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area. Texting while driving is strictly prohibited.*
- *Employees charged with traffic violations resulting from the use of their work or personal cell phone while driving on Village business will be solely responsible for all liabilities that result from such actions.*
- *Violations of the Village Property policies may result in discipline, up to and including termination of employment.*

2. Add language regarding workplace privacy. New language will state:

*Workplace Privacy: In order to ensure the safety and security of the Village work environment, the Village reserves the right to conduct searches/inspections of Village-owned property (e.g., desks, lockers, vehicles, equipment, work stations and other office areas). Employees should have no expectation of privacy as to any property belonging to the Village. When appropriate, an employee will be offered the opportunity to be present when a search/inspection is being conducted. An employee who refuses to permit, obstructs or fails to cooperate in a search/inspection or is determined to be in possession of stolen property, illegal drugs or other unlawful property is subject to disciplinary action, up to and including termination. The Village also reserves the right to request the intervention of law enforcement personnel in the event it has reason to believe unlawful conduct has been committed or is in the process of being committed.*

- VI. Throughout the entire handbook, change Human Resource Manager to Village Administrator or Human Resource Benefits Manager.

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# VILLAGE OF WINDSOR

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## EMPLOYEE HANDBOOK

APPROVED AUGUST 16, 2018

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### **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 Resource Benefits 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 Village Administrator.

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 Village Administrator 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 Resource Benefits 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 Resource Benefits 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 Village Administrator 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 Village Administrator. 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 Village Administrator, or if the report concerns the Village Administrator, 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 Village Administrator. 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 Village Administrator. 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 Village Administrator 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 Village Administrator 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 Village Administrator any injury or illness sustained on the job, regardless of how minor.
- Reporting unsafe conditions, equipment, or practices to a supervisor or the Village Administrator.
- 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 Village Administrator.

#### **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 Resource Benefits 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 Village Administrator. 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: Regular full-time employees are eligible for sick leave. Effective January 1, 2019, regular part-time employees scheduled to work (30) hours or more per week are eligible for sick leave on a pro-rated basis. Regular full-time employees will be credited up to 6.66 hours of sick leave for each complete month of employment up to a maximum of 240 hours. Employees will not accrue the full 6.66 hours each month if doing so results in exceeding the 240 maximum hours. The employee will not accrue any additional hours in subsequent months unless/until the sick leave balance falls below 240 hours.

#### Sick Leave examples:

- **New Hire example:** An employee hired on 8/15/16 will begin to accrue sick leave starting 9/1/16. As of 9/30/16, the employee will accrue 6.66 hours of sick leave for the month. Each month, the employee will accrue an additional 6.66 hours of sick leave and will be able to use up to the total accrued, unused amount each month. As of 12-31-16, the employee will have accrued 26.64 hours (6.66 hours x 4 months) of sick leave and could use up to that amount (assuming they haven't used any sick leave in the first four months of employment). On 1/1/17, they will carry forward any unused sick leave accrued in 2016 and continue to accrue 6.66 hours each month so at the end of 1/31/17, the employee will have accrued 33.3 hours (26.64 hrs + 6.66) of sick leave (assuming none has been used).
- **Existing Employee example:** An employee has 240 hours of accrued, unused sick leave as of 1/1/2018. On 1/31/18, the employee will not accrue any additional sick leave time because they are at their maximum 240 hours. In February, the same employee uses 4 hours of sick leave. On 2/28/18, the employee will accrue 4 additional hours of sick leave bringing their balance back up to 240 hours. In March, the same employee uses 16 hours of sick leave. On 3/31/18, the employee will accrue 6.66 hours of sick leave bringing their balance to 230.66 hours (240 hours – 16 used hours + 6.66 accrued for March).

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 be used in 15 minute increments. Sick leave may not be used before it is accrued and credited.

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 Village Administrator 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 month 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 Village Administrator. 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 Village Administrator 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 Village Administrator 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 Human Resource Benefits Manager.

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 service member 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 continue to pay the employer's portion of group insurance premiums (health, dental, life, income continuation insurance) for the plans the employee is enrolled in. If paid leave is substituted for unpaid FMLA/WFMLA leave, the Village will deduct the employee's portion of the group insurance premiums as a regular payroll deduction. If leave is unpaid, the employee must pay his or her portion of the premiums. The employee should contact the Human Resources Benefit Manager 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.

Employees will continue to earn sick leave, vacation, and holiday pay during an approved FMLA/WFMLA leave.

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 Village Administrator. 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 Human Resource Benefits Manager. 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 paid vacation in accordance with their years of service. Effective January 1, 2019, regular part-time employees scheduled to work thirty (30) hours or more per week are eligible for paid vacation on a pro-rated basis. Eligible new hires are awarded vacation upon hiring; however, they must complete a 6 month introductory period prior to using it. Employees are awarded vacation on January 1 to be used in the current year according to the following schedule:

<u>Year</u>	<u>Days of Vacation</u>
Upon Hiring	6.66 hours for each complete month of employment
First Full Year	80 Hours (10 Days)
Second Full Year	88 Hours (11 Days)
Third Full Year	96 Hours (12 Days)
Fourth Full Year	104 Hours (13 Days)
Fifth Full Year	120 Hours (15 Days)
Each Full year after Five	8 additional hours (1 day) for each year up to a maximum of 200 hours (25 days)

#### New Hire Examples:

- An employee hired on March 15, 2016, will earn 60 hours (6.66 x 9 months) of vacation which will be awarded to them on their date of hire. However, the employee will not be able to use any of the vacation earned until September 16, 2016, which is the end of their 6 month introductory period. The employee would then be credited 80 hours of vacation on January 1, 2017, and would be eligible to carry forward any unused vacation earned in 2016 up to five days upon Village Board President and Village Administrator approval.
- An employee hired on September 1, 2016, will earn 27 hours (6.66 x 4 months) of vacation which will be awarded to them on their date of hire. However, the employee will not be able to use any of the vacation earned until March 1, 2017, which is the end of their 6 month introductory period. The employee would be credited 80 hours of vacation on January 1, 2017, and would be eligible to carry forward their unused vacation earned in 2016 up to five days upon Village Board President and Village Administrator approval.

#### Vacation Scheduling and Use:

- The use of vacation is subject to approval by the Village Administrator. For the Village Administrator, 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 Village Administrator 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. The amount of vacation paid out will be equal to the number of full months worked in the current year prior to the termination multiplied by their

current monthly vacation accrual rate plus any unused vacation carry over. Employees that use more vacation than the calculated proportionate amount will have the monetary equivalent withheld from their last paycheck. Payment is contingent upon the employee providing timely notice of resignation and returning all Village property. New hires that terminate during their 6 month introductory period will not be paid out vacation hours

Termination Examples:

- An existing employee terminates on May 15, 2017. They were awarded 88 hours of vacation on January 1, 2017, and carried forward 3 days of vacation from 2016. They used their 3 vacation carry over days prior to May 1 but have used no other vacation hours in 2017. The employee would be paid out 29.32 hours (7.33 x 4 months) of vacation upon termination.
- An existing employee terminates on February 25, 2017. They were awarded 96 hours of vacation on January 1, 2017, and carried forward 5 days of vacation from 2016. They have used no vacation in 2017. The employee would be paid out 48 hours (8 x 1 months = 8 hours plus 40 hours of vacation carryover) of vacation upon termination.
- An existing employee terminates on May 31, 2017. They were awarded 80 hours of vacation on January 1, 2017, and did not carry forward any vacation from 2016. The employee used 40 hours of vacation prior to termination. They had only earned 33.3 hours (6.66 x 5 months) so the employee would have 6.7 hours x their current hourly rate deducted from their final paycheck.

**6.02 Holidays**

Regular full-time employees are eligible for paid holidays that occur during their normal work schedule and personal holidays. Effective January 1, 2019, regular part-time employees that are scheduled to work thirty (30) hours or more per week are eligible for paid holidays that occur during their normal work schedule and pro-rated personal holidays.

The following days are determined to be paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Two personal holidays (16 hours)

Regular part-time employees that work less than thirty (30) hours but more than twenty-four (24) hours are eligible for one personal holiday (8 hours) each calendar year.

Personal holiday time can be used in increments of 15 minutes.

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 FMLA/WFMLA leave or have been approved to use their accrued paid time-off including vacation, sick leave or personal holiday.

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 (1½) 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 (1½) 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 Benefit 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/Cell Phone/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.
- Village computers, telephones, cell phones and all forms of electronic communication are primarily for business use. Personal use should be minimal and is restricted to non-working time, such as breaks and meal periods. Employees may not download software or applications onto Village-issued electronic devices without prior approval from a supervisor.
- All communications and information transmitted by, received from, or stored in any communication systems are the property of the Village.
- The Village reserves the right to access and monitor any electronic, telephone, cell phone or other communications made using Village systems or property. Employees should have no expectation of privacy in their use of these systems, and any communications and information transmitted by, received from or stored in any Village communication systems or property are subject to review by authorized Village personnel.
- Employees must report any inappropriate information (such as content that violates the Village's harassment policy) they receive on these systems to their supervisor.
- If an employee experiences a situation that requires them to use a Village-issued cell phone for personal use, the employee should report the incident to their supervisor within three business days. The employee may be responsible for any cost relating to the incident.

- Non-Exempt employees are prohibited from performing work outside scheduled working hours using cell phones or computer laptops or tablets, whether Village-issued or personal devices, without obtaining pre-approval from a supervisor to do so. Performing unauthorized, off-the-clock work may result in discipline, up to and including termination of employment.
- All passwords are the property of the Village and may not be altered by an employee. Passwords will be updated periodically.
- Employees in possession of company equipment such as a computer or cell phone are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or upon request, the employee must present the equipment in good working condition or potentially be required to pay the cost of replacement.
- Employees are expected to refrain from using Village-issued or personal cell phones while driving on Village business. If accepting the phone call is unavoidable, the employee is expected to quickly and safely find an area to stop to take/return the call or keep the call short and use a hands-free option if available. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area. Texting while driving is strictly prohibited.
- Employees charged with traffic violations resulting from the use of their work or personal cell phone while driving on Village business will be solely responsible for all liabilities that result from such actions.
- Violations of the Village Property policies may result in discipline, up to and including termination of employment.

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.

Workplace Privacy: In order to ensure the safety and security of the Village work environment, the Village reserves the right to conduct searches/inspections of Village-owned property (e.g., desks, lockers, vehicles, equipment, work stations and other office areas). Employees should have no expectation of privacy as to any property belonging to the Village. When appropriate, an employee will be offered the opportunity to be present when a search/inspection is being conducted. An employee who refuses to permit, obstructs or fails to cooperate in a search/inspection or is determined to be in possession of stolen property, illegal drugs or other unlawful property is subject to disciplinary action, up to and including termination. The Village also reserves the right to request the intervention of law enforcement personnel in the event it has reason to believe unlawful conduct has been committed or is in the process of being committed.

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 Village Administrator 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 Village Administrator.

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 Village Administrator 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 Village Administrator 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 Village Administrator, who shall conduct the Step 1 investigation.

Step 2 - Review by Village Administrator. If the grievance is not settled at Step 1, the employee may appeal the grievance to the Village Administrator within five (5) business days of the receipt of the decision of the supervisor at Step 1. The Village Administrator 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 Village Administrator'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 August 16, 2018. 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: \_\_\_\_\_