

# Village of Lake

# Hallie



## Employee Policy Manual

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**Village of Lake Hallie**  
Chippewa County, Wisconsin  
An Equal Opportunity Employer

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This manual has been prepared to give the Village of Lake Hallie employees an overview of policies, procedures and guidelines that have been adopted. Please read it carefully and keep for future reference.

The material contained in this manual is not an employment contract or a guarantee of any rights or benefits and is subject to change at any time at the sole discretion of the Village Board.

The material contained herein supersedes and revokes any and all prior policies and procedures addressed in any manual, including any written or oral agreements regarding the terms and conditions of employment.

It is the policy of the Village of Lake Hallie to recruit, employ, train, compensate and make employment decisions without consideration of race, creed, color, national origin, political preference, sexual preference, marital status, age, sex or disability.

The employee should be aware the Village may, at any time, for any reason, terminate the relationship for any reason. All employees are at-will employees.

## **Personnel Objectives and Administration**

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The general purpose of the following personnel objectives and rules is to establish a system of administration that meets the needs of the Village. These objectives and rules will be administered with the following merit principles:

1. Recruitment, selection and advancement of employees on the basis of ability, knowledge and skills, including open competition of qualified applicants for appointments.
2. Establishment of compensation rates consistent with the principle of comparable pay for comparable work.
3. Evaluation and review of employee performance to either correct inadequacies or reward such performance in a fair and timely manner.
4. Assurance of equitable treatment of applicants and employees in all aspects of personnel administration without regard to race, creed, color, national origin, political preference, sexual preference, marital status, age, sex or disability, and with proper regard for rights as citizens.
5. Provision of a work atmosphere free from harassment and ridicule, consistent with the current standards and Village of Lake Hallie policy relating to anti-harassment.

## Employee Orientation

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The Clerk/Treasurer and/or Police Chief shall be responsible for the orientation of all new employees and shall, on the first day of employment or as soon thereafter as possible, meet with the new employee (s) and advise him/her of the general conditions of employment such as the hours of work, fringe benefits, pay and pay period, Village rules, regulations, privileges and responsibilities, and safety procedures.

The Clerk/Treasurer, at the time of orientation, shall provide each new employee with a copy of this manual.

Orientation shall include work standards, safety regulations, break periods and other departmental or office functions, working conditions and/or pertinent regulations. Any new employees requiring special certification (i.e., CDL, CPR, etc.) shall present proof of current status before day one of employment. Failure to present current eligibility may result in immediate severance of the employment relationship.

An employee working 2080 hours or more per year is classified as a full-time employee and is eligible for benefits.

## Harassment in the Workplace

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The Village of Lake Hallie Board of Supervisors is committed to the provisions of a professional, harassment-free environment to the job applicants and employees of the Village of Lake Hallie.

Harassment infringes upon the right of all employees to experience respect for their efforts, to develop positive interpersonal relationships in the workplace, and to carry out their responsibilities effectively. Harassment infringes upon the right of all persons who seek or receive services to experience respectful, professional, unbiased treatment.

Harassment is defined as, but not limited to any unwanted, offensive or threatening behavior. The Village of Lake Hallie is committed to a workplace free from unlawful discrimination, which includes sexual harassment and other forms of harassment because of one's race, color, gender, national origin, age, disability or sexual orientation.

All employees have a responsibility to maintain the workplace free of harassment and to report such misconduct when it occurs, just as non-compliance with any Village policy should be reported.

Any Village employee who believes that he/she is the object of any form of harassment should communicate to the offending party that the behavior is unwelcome and should stop. If the problem cannot be resolved at this level, or if the person is not comfortable attempting resolution directly with the offending party, he/she should contact the Clerk/Treasurer, Police Chief and/or Village Board.

## **Article 1 – Conditions of Employment – Probationary Period**

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Section 1: A new employee shall work under the provisions of this Agreement, on a probationary period for six (6) months and earn 90% of starting wage during this period. During this time, the Department Manager or Village Board can discharge the employee at will. After six (6) months, the employee shall be placed on regular employee status and earn 100% of the starting wage.

## **Article 2 - Clothing**

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Section 1: Public Work Employees that are required to wear uniforms are entitled to three hundred dollars (\$300.00) per year for clothing and a receipt must be submitted for reimbursement. Protective safety clothing must always be worn .

Section 2: Employees must wear shirts with a minimum six (6) inch sleeve that covers the shoulder and long pants. Shirts or pants with wording cannot contain offensive language.

Section 3: Prescription safety glasses will be reimbursed up to \$200.00 by the Village if required for their job duties.

Section 4: The Village of Lake Hallie shall provide reimbursement to the employee for the costs incurred in Section 1 and 3. If an employee does not complete 6 months of employment following the purchase of the items identified in the above paragraphs, they shall not be entitled to reimbursement and any costs and expenses paid out by the Village within those 6 months shall either be repaid by the employee or deducted from their final paycheck. Employees must submit an itemize bill for the requested reimbursement costs. No items shall be purchased during work hours.

## **Article 3 – Management Rights**

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Section 1: The Village possesses the sole right to operate the Village government and all management rights related thereto. These rights include but are not limited to the following:

- a. To carry out and comply with statutory mandates and goals required of the

Employer utilizing personnel methods and means in the most appropriate and efficient manner as possible.

- b. Manage the employees, to hire, to promote, transfer, assign or retain employees, and in that regard the Village Board may establish reasonable written work rules, which must be approved by the Board.
- c. Suspend, reclassify, discharge or take other appropriate disciplinary action against the employees not in conflict with Article 4 for just cause or to lay-off or reclassify employees in the event of lack of work or funds or under conditions which continuations of such work would be inefficient and non-productive.

## **Article 4 – Employee Grievance Procedure**

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Section 1: Purpose: This grievance procedure is adopted pursuant to s. 66.0509(1m), Wis. Stat., and is intended to provide a timely and orderly review of disputes regarding: a) employee terminations, b) employee discipline, and c) workplace safety.

**(1) Definitions for terms used in this document:**

- 1. **"Days"**: means calendar days, excluding legal holidays as defined in s. 995.20, Wis. Stat.
- 2. **"Discipline"**: means any employment action that results in disciplinary suspension without pay, disciplinary reduction in pay or other benefits, disciplinary demotions and terminations. The term "discipline" does not include verbal notices or reminders, written reprimands, performance evaluations, documentation of employee acts and/or omissions in an employment file, non-disciplinary demotions, non-disciplinary adjustments to compensation or benefits, actions taken to address job performance such as establishment of a performance improvement plan or job targets; placing an employee on paid leave pending an internal investigation; or other personnel actions taken by the employer for non-disciplinary reasons.



3. **"Hearing Officer"**: means the impartial hearing officer required pursuant to s. 66.0509(1m)(d)2, Wis. Stat. The hearing officer selected by the Village Board is (insert name and/or title of person(s) Village Board has selected to serve as the hearing officer such as: a lawyer, a professional mediator/arbitrator, a retired judge, or other qualified individual. The hearing officer shall not be an employee of the Village of Lake Hallie.
4. **"Termination"**: means a discharge from employment for rule violations, poor performance, acts detrimental to the employer or other acts of misconduct. The term "termination" does not include: a voluntary quit, completion of seasonal employment, completion of temporary assignment, completion of contract, layoff or failure to be recalled from layoff at the expiration of the recall period; retirement, job abandonment ("no call, no show" or other failure to report to work); or termination of employment due to medical condition, lack of qualification or license, or any other cessation of employment not involving involuntary termination.
5. **"Workplace Safety"**: means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

**(2) Process and Timelines:**

1. The employee must file a written grievance with the Village Attorney within 10 days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. So that an earnest effort can be made to resolve the matter informally, the grievant must discuss the issue with his/her immediate supervisor prior to filing the written grievance. However, in the case of a termination, such a meeting is not required. Grievance forms may be obtained from the clerk. The Village Attorney shall inform the employee's immediate supervisor and the Village Board about receipt of the written grievance as soon as practicable.
2. The employee's immediate supervisor and / or board liaison will meet with

the grievant within 10 days of receipt of the written grievance. The supervisor will provide the grievant with a written response within 10 days of the meeting. A copy of the supervisor's response shall be filed with the Village Attorney. If no one has been designated the employee's immediate supervisor, the employee will meet with the Village Board who shall then provide the written response.

**3.** The employee may request an appeal to the hearing officer by filing a written request with the Village Attorney within 10 days of receiving the written response. The Village Attorney shall notify the Village Board and employee's supervisor about the filing of the request for a hearing as soon as practicable. The Village will work with the hearing officer and grievant to schedule a mutually agreeable hearing date.

**4.** The hearing officer shall provide the employee and employee's supervisor and / or board liaison with a written decision no later than 30 days after the hearing date. The hearing officer shall also provide the Village Attorney with a copy of the decision for filing with the Village Attorney.

**5.** The non-prevailing party may file a written request with the Village Attorney for an appeal to the Village Board within 10 days of receipt of the hearing officer's decision. The clerk shall notify the village board about the request as soon as possible. The Village Board shall decide the matter and issue a written decision within 45 days of the filing of the appeal. The Village Board may sustain, deny or modify the recommendation of the impartial hearing officer. The decision of the Village Board shall be final and binding. A copy of the board's decision shall be provided to the employee and filed in the Village Attorney.

**6.** All timelines may be extended by mutual written agreement of the Village Board and employee. Without such agreement, a failure of the employee to adhere to any of the specified timelines shall preclude any further consideration of the grievance.

**7.** If the last day on which an event is to occur is a Saturday, Sunday, or legal holiday, the time limit is extended to the next day which is not a Saturday,

Sunday or legal holiday. A grievance or request for an appeal is considered timely if received by the Village clerk during normal business hours or if postmarked by 11:59 p.m. on the due date.

8. If the grievance is not answered within the time limits, at any stage, the employee may proceed to the next available step within 7 days.

9. The grievant and Village Board may mutually agree in writing to waive a step or multiple steps within the procedure.

10. Granting the requested or agreed upon remedy resolves the grievance.

### **(3) Grievance Requirements:**

The written grievance must contain:

1. A statement of the pertinent facts surrounding the nature of the grievance.
2. The date the incident occurred or the date the alleged workplace safety concern was discovered.
3. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion.
4. The specific remedy requested; and
5. A description of the workplace safety rule alleged to have been violated, if applicable.

### **(4) Supervisor's / Board Liaison's Response:**

The supervisor's written response to the employee's written grievance must contain:

1. A statement of the date the meeting between the employee and supervisor was held.
2. A decision as to whether the grievance is sustained or denied.

**(5) Procedure Before the Hearing Officer:** The hearing officer shall define the issues, identifying areas of agreement and identifying the issues in dispute and hear evidence and arguments. The hearing officer will determine whether the Village acted in an arbitrary and capricious manner. A decision will not have been arbitrary or capricious if it was made in the best interest of the Village. In all cases, the grievant shall have the burden of proof to support

the grievance. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be strictly followed. However, no factual findings may be based solely on hearsay evidence.

The hearing officer may require the employee and Village to submit materials related to the grievance and witness lists in advance of the hearing in order to expedite the hearing. The hearing officer shall sustain or deny the decision of the employee's supervisor. The hearing officer is not given authority to modify the decision made by the employee's supervisor. The hearing officer is not given authority to grant in whole or in part the specific request of the grievant. Within 30 days after the hearing, the hearing officer will issue a decision in writing indicating the findings and reasons for the decision.

If the hearing officer's decision on any grievance is appealed, only the issues raised in the hearing may be appealed. Issues are not subject to modification in the appeal process.

**(6) Hearing Officer's Decision:**

The hearing officer's written decision must contain:

1. A statement of pertinent facts surrounding the nature of the grievance.
2. A decision as to whether the grievance is sustained or denied, with the rationale for the decision.
3. A statement outlining the timeline to appeal the decision.

**(7) Representation:** Both the employee and the Village may be assisted by a representative of their own choosing in person or by teleconference at any point during the grievance process.

**(8) Consolidation:** The employee's immediate supervisor and/or the hearing officer may consolidate grievances where a reasonable basis for consolidation exists.

If more than one employee is grieving the same issue or circumstance, a single grievance form may be used. A group grievance must be signed by all grieving employees and must indicate that it is a group grievance at the first step in the grievance process.

**(9) Costs:** Any expense incurred by an employee in investigating, preparing, or presenting a grievance shall be the sole responsibility of the employee. Each party (employee and employer) shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible

attorney fees. The fees of the impartial hearing officer shall be divided equally between the parties with the employee(s) paying half and the employer paying the other half. The fees of the hearing officer will be determined at that time.

## **Article 5 – Physical Requirements**

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Section 1: Prior to full-time employment the employee shall submit to a pre-employment drug and alcohol testing and physical examination which shall be paid for by the Village. Thereafter, the Village shall have the right at any time to require any employee to submit to drug and/or alcohol testing, physical and/or medical examination at the expense of the Village at a medical facility designated by the Village. In the event the examination shows the employee may not to be physically fit, he/she may be laid-off until such time as another physical or medical examination shows him/her physically fit to return to work. Re-employment rights under this Article shall terminate after six (6) months unless otherwise mutually agreed.

## **Article 6 – Leave of Absence**

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Section 1: Reasonable leave of absence shall be granted to any employee in case of sickness or other emergency approved by the Village Board. Requests for leaves of absence shall be in writing and presented to the department head or Village Board.

Section 2: A maximum leave of absence shall be for thirty (30) days and may be extended by mutual agreement.

It is agreed that leave of absence granted under this Section shall be limited to three (3) months duration unless otherwise mutually agreed.

## **Article 7 – Funeral Leave**

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Section 1: In case of death in the employee's immediate family (i.e. spouse, parents, parent-in-laws, , siblings, \_children, and grandchildren) the Employer shall grant such employee three (3) consecutive days off with pay. The Village shall grant such full-time employee two (2) consecutive days off with pay for sibling-in-laws, son-in-law, daughter-in-law, aunt, uncle and grandparents or any relative residing with the employee in the same house. In all cases the employee must attend the funeral to be eligible for the time off, and, prior to the taking of time off, the employee shall give the Village as much advance notice of the circumstance as time may permit.

## **Article 8 – Discipline and Discharge**

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Section 1: Village Employees work at the pleasure of the Village Board. The Village Board shall follow all hiring and firing practices that State law requires.

Section 2: The Village recognizes the principle of progressive discipline. It is recognized that there may be certain serious offense which may reasonably require a departure from normal sequence of progressive discipline.

## **Article 9 – Work Curtailment**

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Section 1: No Village Employee shall instigate, promote, encourage, sponsor, hinder or condone any slowdown or work stoppage, or any other intentional interruption of normal work activity, all of which shall be reasons for dismissal.

## **Article 10 – Termination of Employment**

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Section 1: Employees shall give two (2) business week advance written notice of their intent to terminate employment with the Village, unless an emergency exists. Any employees failing to do so will forfeit accrued vacation, holiday, and sick leave. Employer reserves the right to terminate employment upon employee departure notice.

## **Article 11 – Work Week, Hours of Work, and Overtime for Employees**

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Section 1: Work Week. The work week, for the purpose of this policy and compliance with the Fair Labor Standards Act, will consist of seven (7) consecutive calendar days starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on the next following Saturday of each calendar week. A pay period shall be the two (2) consecutive workweeks, on the conclusion of which payroll is completed.

Section 2: Hours of Work. There shall be forty (40) hours of work for the full-time Employees, currently consists of Monday – Thursday 9-hour days and Friday 4 hours. The Village Board reserves the right to review work week hours periodically as necessary with work hours determined by the Village Board.

Section 3: Overtime. Hours worked in excess of nine (9) hours per day will be paid at time and ½ hours or in excess of forty (40) hours in any one work week Employees shall be allowed to accumulate compensatory time to a total of (40) hours. Utilization of compensatory time shall be by mutual agreement and shall be paid at the rate of time and one-half (1½). Time off for compensatory time will be based on one hour and one-half (1½) off for each overtime hour worked. At the end of each year, employees may carry over up to 40 hours compensatory time into the following year or request a payout as approved by the Department Liaison or Village Board.

Section 4: Break Period. In the course of a nine-hour work period, employees shall be allowed a fifteen-minute rest break at approximately the midpoint of each four and one-half-hour period, as scheduled by the Department Head, unless otherwise mutually agreed upon. Employees working 6 hours or less in a day shall receive one fifteen-minute break, as scheduled by the Department Head.

Section 5: Lunch Break. An unpaid 30-minute lunch break will be scheduled in the 9-hour workday as directed by the Department Head.

## **Article 12 – Exempt Employees**

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Section 1: Exempt Employee. An Exempt Employee is one who is salaried and has supervisory and management responsibilities that require that person to be available to their departments at various times of the work week. The Exempt Employee will receive an annual salary that will be divided among 26 pay periods per year.

Section 2: Hours of Work. It will be expected that management (Department Head) will be available at any time during the work week when needed. The Department Head will work a minimum of 40 hours per week and maintain regular office hours during the day as determined by the Village Board. Employees may earn compensatory time or flex time for additional hours worked in excess of 40 hours per week, in lieu of pay, at the employee's option and with prior approval of the Department Liaison or Village Board. Utilization of compensatory time shall be by mutual agreement and shall be paid at the rate of time and one-half (1½). Time off for compensatory time will be based on one hour and one-half (1½) off for each overtime hour worked.

Accrual and use of Comp time shall be based the first payroll to last payroll of the year and shall be

- a. At no time shall an employee have greater than 40 hours compensatory time on the Village books.
- b. Employees shall be able to accrue up to 120 hours of compensatory time in a calendar year;
- c. At the end of each year, employees may carry over up to 40 hours compensatory time into the following year or request a payout as approved by the Department Liaison or Village Board

## **Article 13 – Defining Full-Time & Part-Time Status and Fringe Benefits**

An employee working 2080 hours or more per year is classified as a full-time status and is eligible for full benefits. Any employee who is scheduled to work less than 2080 hours, but



more than 1500 hours, will be eligible for benefits on a prorated basis.

Full-time Employee fringe benefits include holidays, vacations, emergency leave, sick leave, and hospital/medical health/dental/life insurance.

## **Article 14 - Holidays**

Section 1: Each full-time employee covered by this Agreement shall be entitled to each of the following named paid holidays each year:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
The Friday before Easter	Christmas Eve Day

If holiday falls on weekend, time off will be given for the closest workday.

Section 2: Two personal floaters

**New hire:** personal floaters will be as follows: January-June hire date: two personal floaters.

July – December hire date: one personal floater.

## **Article 15 – On-Call Time**

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Public works employees will be required to work weekends on a rotating scheduled basis for necessary weekend Village Operations. Weekend work pay will be a minimum of two (2) hour call-out time for each occurrence. Employees must have a cell phone on Saturday and Sunday when scheduled to work.

## **Article 16 - Vacation**

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Section 1: All employees shall be entitled to receive vacations and vacation pay as follows:

1-year continuous employment.....	5 days
2 years continuous employment .....	10 days
5 years continuous employment .....	15 days
10 years continuous employment .....	20 days
20 years continuous employment .....	25 days
AFTER 25 years continuous employment.....	one (1) additional vacation day
	for each year of service about

twenty-five (25) years, up to  
maximum of 30 days

An employee shall accrue 1/12th of their vacation at the end of each calendar month beginning in the 2020 calendar year. With the approval of the Village Clerk **AND** Village President, an employee may request to draw vacation in advance. If an employee does not complete sufficient employment to earn the expended vacation, it shall be deducted from their final paycheck. The final date of employment with the Village for the purpose of establishing the amount of vacation an individual is eligible to earn shall be as set forth in Article 10 which shall for clarity be no less than 2 business weeks.

**New hire:** Following six (6) month probationary period, employee will accrue vacation at one and one-half hour bi-weekly until January 1 of the next calendar year.

Section 2: Preference in selection of vacation time shall be granted on first come first service basis. Such schedules will not interfere with department operations.

Section 3: All vacation earned must be taken by employees, however, any employee who has quit, been discharged or laid-off before he/she has worked in his/her anniversary year, shall be entitled to vacation pay earned. If mutually agreed upon, vacation can be carried from year to year or payment received for the vacation time.

Section 4: The vacation schedule requested by the employees must be approved by Department Head, Village Liaison or Village Board.

Section 5: Vacation pay shall be forty (40) hours of pay at the employee's regular rate of pay.

Notwithstanding anything to the contrary in this Article, any employee who is absent due to compensable injury and/or sickness from this Employer shall be given credit for such time not worked for the purpose of receiving any or all vacation pay for the period of such disability, not to exceed one (1) year from the date of occurrence.

## **Article 17 – Health and Welfare**

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Section 1: After thirty (30) days of employment, the Village agrees to cover all full-time

Employees and their dependents under a group health, and dental plan. Life insurance in the amount of at least \$10,000.00 is offered for Village employees. The Employer shall be the named fiduciary and administrator. The Employer retains the right to select a successor insurance carrier. The Employer retains the right to utilize a deductible in such amounts as it may be determined by the Village Board.

Section 2: If an Employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for such Employee for a period of two (2) months in addition to the month in which the illness or off-the-job injury occurred. The Employer shall not be liable for any premium for any Employee injured in gainful employment of other Employers beyond the month in which such injury occurred.

Section 3: If an Employee is absent due to injury on the job of this Employer, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be required for a period of more than twelve (12) months beyond the month of injury.

Section 4: If an Employee is laid-off, contributions shall be made by the Employer for the full month in which lay-off occurred.

Section 5: Employees may remain in the group for eighteen (18) months beyond the month in which the following occurred: off-the-job illness or injury, lay-off, providing they remit to the Employer by check, money order or bank draft payable to the insurance carrier the amount of monthly premium due each month and by the date requested by the Employer. Tardiness of payment shall automatically terminate the insurance. In no case shall any employee remain in the group for more than eighteen (18) months; however, he/she shall have an option to convert to an individual policy if provided for in said policy.

Section 6: Upon termination of payment of premiums by the Employer, the Employer shall notify the Employee; however, it shall be the Employee's responsibility to make his/her own arrangements for continued insurance coverage.

Section 7: The Employer shall contribute an amount equal to eighty percent (80%) of the premium of the lowest cost plan offered by the Village. The Employee shall pay twenty

percent (20%) of the premium. The Employer shall contribute eighty percent of the dental premium and the employees shall pay the remainder twenty percent (20%) of the dental premium.

Section 8: Health Insurance Buy Out. The Employer shall equally share the Employer's contribution toward the health insurance premium payments that would have otherwise been paid on behalf of the employee to any employee who does not enroll, or who subsequently cancels coverage, under the Employer's health insurance plan. This is calculated by taking eighty percent (80%) of the appropriate coverage and then fifty percent (50%) of the previous number (Health Insurance Premium multiplied by .8 and then divided by 2).

Section 9: The Employer will continue to work with elected state officials to correct issues with a cafeteria style health insurance plan while under state health insurance contract. This includes pursue other health insurance providers.

## **Article 18 – Sick Leave**

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All full-time employees shall earn sick leave at a rate of one (1) day per month, following their six-month probationary period. An employee shall continue to accumulate from month to month up to 704 hours, a maximum of eighty-eight (88) days. The Employer has the right to confirm any/all illness. Such sick leave may be used to supplement worker's compensation to the extent of the employee's regular weekly wage, at the request of the employee.

Upon retirement or separation, employees will receive payment for accrued sick leaves balances (up to 88 days) in the following manner:

0-9 years of employment.....	25 % payout of accrued sick leave
10-19 years of employment.....	50 % payout of accrued sick leave
20+ years of employment.....	75% payout of accrued sick leave

## **Article 19 – Separation of Employment**

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Section 1: Upon discharge, the Employer shall pay all money due to the employee. Upon quitting, the Employer shall pay all money due to the employee on the payday following such quitting.

Employees who leave the employ of the Employer for any reason shall return all Village property to the Village within forty-eight (48) hours of the termination of employment.

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## **Article 20 – Job Postings**

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Section 1: All new, modified or vacated positions shall be posted in a conspicuous place for the employees, for ten (10) days, stating the job to be filled, on what date it is to be filled, and the rate of pay.

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## **Article 21 – Employee Attendance at Meetings**

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Section 1: Employees shall be paid their hourly rate at time and half or accrue compensatory time for a minimum of one hour or time spent, whichever is greater, when required to attend village meetings. The meeting must be scheduled outside the normal work schedule.

Section 2: The Village of Lake Hallie shall reimburse mileage at the current IRS rate and meals upon receipt when an employee is required to attend training. Reimbursement rates shall be set by the Village Board periodically.

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## **Article 22 - Training**

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Section 1: The Village of Lake Hallie shall reimburse mileage at the Village's official rate per mile and meals upon receipt when an employee is required to attend training out of the County of Chippewa.

\$8.00 Breakfast

\$10.00 Lunch

\$20.00 Dinner

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## **Article 23 – Wisconsin Retirement Fund**

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Section 1: All contributions will be governed by the Wisconsin State Statutes.

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## **Article 24 – Public Works Wages**

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Section 1: Full-Time Public Works Employees must have a Commercial Driver's License. A Groundwater certification and a Distribution certification must be obtained within 1 year of hire date. The employer will pay the cost of the course training and the cost of the test.

## **Article 25 – Nepotism Policy**

By this policy, no Village employee or official may participate, formally or informally, in the decision to hire, appoint, retain, discipline, demote, or determine the salary or other compensation of a close relative; nor may any employee or official directly supervise or evaluate a close relative. Close relatives are defined as spouses, parents, grandparents, children, grandchildren, stepchildren, siblings, aunts, uncles, nieces, nephews or in-laws. This policy also covers personal relationships with persons other than "close relatives." Any supervisor or Village official who has a personal relationship with an applicant/employee that may present a conflict of interest in employment decisions or be perceived as presenting a conflict of interest should bring the matter to the attention of the Village President.

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## **Article 26 – Code of Conduct**

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### **Purpose:**

The purpose of these rules is to ensure and protect the efficient and proper operation of the

department and the ability of all employees, individually and collectively, to perform their duties. This purpose shall be the basis for interpreting and applying these rules. The rules of conduct which follow give notice to employees of the department as to what conduct is specifically prohibited or required by virtue of their employment with the department. These rules of conduct are explicit and will be enforced as such.

Policy:

Actions of employees that are inconsistent, incompatible or in conflict with the values established by this Village negatively affect its reputation and that of its clerks. Such actions and inactions thereby detract from the Village's overall ability to effectively and efficiently assist the public, maintain peace and order, and conduct essential business. Therefore, it is the policy of this village that employees conduct themselves at all times in a manner that reflects the ethical standards consistent with the rules contained in this policy and otherwise disseminated by this Village.

Definitions:

*Employee:* Where the term "employee" is used it includes all regular employees of the department.

Procedure:

Section 1: Violation of rules, Orders and Directives. Employees shall not commit any acts or omit any acts which constitute a violation of any explicit rule, regulation, general order or written directive of the department, whether stated in this directive or elsewhere.

Section 2: Employees shall not violate any law of the United States or of any state or local jurisdiction in which the employees are present. A conviction of any law, which is a crime, shall be prima facie evidence of a violation of this section. Employees who are arrested, cited, or come under investigation for any criminal offense in this or another jurisdiction shall report this fact to a superior as soon as possible. Any employee under investigation for a violation of a criminal law may be suspended for cause indefinitely or for a specific period by the Village Clerk or Village Board Liaison.

Section 3: Employees shall cooperate fully in any internal administrative investigation conducted by the village or other authorized agency and shall provide complete and accurate information regarding any issue under investigation.

Section 4: The Village Clerk, supervisors, shift leaders and administrators shall record and appropriately act on any violation of village rules, regulations, directives, or the disobedience of lawful orders by any other village employee that may come to their knowledge. Any employee(s) who has knowledge of any violation of the village regulations or policies by another employee of the village is obligated to call such a violation to the attention of their

supervisor immediately. Failure to report a known violation of the regulations or policies of the Village may result in disciplinary action.

Section 5: Employees shall always be truthful in connections with the performance of their official duties. Employees shall not be untruthful under circumstances which brings the Village into disrepute or reflects discredit upon the employee as an employee of the Village, or that which impairs the operations or efficiency of the Village or employee.

Section 6: Employees shall promptly obey all written or verbal orders, assignments and directions of the supervisor. This will include orders relayed from any person in charge of the same. Verbal abuse of a supervisor, including the use of profanity or vulgarisms, name-calling, threats, or ridicule will also be treated as insubordination.

Section 7: Employees who are given an otherwise proper order which is in conflict with a previous order, rule, regulation, policy, procedure, or directive shall respectfully inform the supervisor issuing the order of the conflict and if applicable, the other supervisor that gave the original order. If the supervisor does not alter or retract the conflicting order the order shall stand. Under these circumstances, the responsibility for the conflict shall be upon the supervisor issuing the order. Personnel shall obey the conflicting order and shall not be held responsible for disobedience of the order, rule, regulation, policy, procedure, or previously issued.

Section 8: Employees shall not obey any order which they know or should know would require them to commit an illegal act. If in doubt as to the legality of an order, employees shall request the issuing employee to clarify the order. At the time the unlawful order is issued, the employee shall advise the issuing authority of its illegality. Should the authority persist in demanding compliance, an employee of superior rank to all parties involved should be summoned to decide the controversy. Responsibility for refusal to obey rests with the Village employee and they shall be required to justify their actions.

Section 9: Employees receiving an unlawful, unjust, or improper order shall, at the first opportunity and prior to the conclusion of their shift in which the order was given, report the fact in writing to the Village Clerk through official channels. This report shall contain the fact of the incident and the actions taken. Appeals for the release from such orders may be made at the same time.

Section 10: Employees shall conduct themselves at all times in such a manner as to reflect most favorably on the Village. Unbecoming conduct shall include that which brings the Village into disrepute or reflects discredit upon the employee as an employee of the Village, or that which impairs the operations or efficiency of the Village or its employee. Employees shall treat as confidential the official business of the Village and shall not disclose any information concerning the operation, investigation, records, reputations of citizens or other Village employees to the public or use that information to threaten a employee of the Village or public



to hold either up for ridicule or censure.

Section 11: Authority in the Village shall be exercised with firmness, understanding, and fairness. Supervisory personnel shall support their subordinates when they can do so consistently and avoid, as far as circumstances permit, censuring them in the presence of others, or discrediting them through abusive language or opinionated conduct. Supervisory staff shall be accountable for judgment used and authority exercised.

Section 12: Any employee of the Village who may be placed temporarily in the position of a supervisor or command position by proper authority shall exercise the authority and perform the duties of such higher position, and shall be held responsible in like manner as if they were regularly such a supervisory position. They shall be careful not to interfere with or countermand any order issued by the employee whose place he/she temporarily occupies.

Section 13: Employees shall always carry their identification cards on their person when working except when impractical or dangerous to their safety. They shall furnish their name to any person requesting that information, when they are on duty or while holding themselves out as having an official capacity.

Section 14: Employees shall not interfere officiously or unnecessarily in the private business of any person.

Section 15: Employees shall not knowingly visit, enter, or frequent an illegal house of prostitution, illegal gambling house or establishment wherein the laws of the United States or of any state or local jurisdiction are regularly violated. No employee shall consummate an illegal act of prostitution.

Section 16: Employees shall not engage or participate in any form of prosecutable illegal gambling at any time.

Section 17: Employees shall not indulge in horseplay or in loud, boisterous conversations in public view or hearing. Employees shall not read newspapers, periodicals, or similar matter in the public view.

Section 18: Employees shall not fake illness or injury or falsely report themselves ill or injured.

Section 19: Employees shall immediately report any change in address, marital status, or number of dependents to the Village Clerk.

Section 20: Every employee shall have a telephone and shall provide the Village with the current number so that they may be contacted if needed.

Section 21: Employees of the Village shall not mark, alter, deface or mark any printed or written departmental notice, memorandum, order or directives issued or posted within the Village.

Section 22: All employees of the Village shall maintain themselves and their equipment, vehicles, supplies and other workspaces in a neat and orderly condition.

Section 23: Employees shall not store personal information or belongings with an expectation of personal privacy in such places as lockers, desks, Village owned vehicles, file cabinets, computer, or similar areas that are under the control and management of this department. While this village recognizes the need for employees to occasionally store personal items in such areas, employees should be aware that these and similar places may be inspected or otherwise entered – to meet operational needs, internal investigatory requirements, or for other reasons – at the direction of the Village Clerk or his or her designee.

Section 24: The Village reserves the right to regulate all correspondence and illustrations presented by employees while on or off duty when their activity involves or is related to their employment with the Village of Lake Hallie. Items portraying the use of obscene language, images, unfavorable jokes, sexually explicit materials or messages that reflect disrespectfully on any person, group, or classification of individuals or unprofessional materials are prohibited.

### Performance

Section 1: Employees shall be scheduled for regular hours of work and when not so employed shall be considered off time. Employees shall, however, be subject to duty always and are always subject to orders from proper authority, unless sick, injured, or otherwise officially exempted.

Section 2: Employees shall report for duty at the time and place required by assignment or orders and shall be physically and mentally fit to perform their duties. They shall be properly equipped and be aware of information which can be reasonably foreseen as required for their proper performance of duty so that they may immediately assume their duties. The employee shall be clothed with the dress code for that employee's assignment.

Section 3: Every employee of the Village shall be assigned a mailbox and a form of electronic communication means for the receipt of official village correspondence. Every employee of the village shall check these locations periodically during their assigned shift.

Section 4: Employees are required to discharge their duties calmly and firmly, and they shall act together and assist and protect each other to maintain a professional workplace. Employees shall act promptly, firmly, fairly and decisively when residents or customers are requesting assistance at the front counter or call our office.

Section 5: Any employee who fails to comply, by act or omission, with any order, procedure, rule, or regulation of the village, or who fails to perform official duties or who acts in the performance of official duties in a way which could discredit himself/herself, the department, or any other employee of the Village; may be considered in neglect.

Section 6: Employees shall maintain enough competency to perform their duties and assume the responsibilities of their positions. Employees shall perform their duties in a manner which will maintain the highest standards of efficiency in carrying out the functions and objectives of the village. Unsatisfactory performance may be demonstrated by unwillingness or inability to perform assigned tasks; the failure to conform to work standards established for the employee's rank, classification or position; or absence without leave. In addition to other indication of unsatisfactory performance, the following will be considered prima facie evidence of unsatisfactory performance: repeated poor evaluation; a written record of repeated infraction of rules, directives, policies, procedures or orders of the village; or repeated substantiated citizen complaints.

Section 7: Employees shall be courteous and respectful in dealing with the public and other employees of the village. Employees shall be tactful in the performance of their duties, shall control their tempers and shall exercise patience and discretion. Employees shall avoid answering questions in a short or abrupt manner and shall not use coarse, violent, profane, insolent, indecent, sarcastic, or insulting language or gestures, and shall not comment in an offensive manner concerning race, sex, religion, national origin, lifestyle, or similar personal characteristics. Employees shall not act or cause action toward a ranking officer or supervisory employee.

Section 8: Employees shall respond without delay to requests for assistance from citizens or other employees. Requests for assistance shall be answered in accordance to office policy.

Section 9: Employees shall remain awake while on duty. If unable to do so, they shall so report to their supervisor, who shall determine the proper course of action.

Section 10: When any person applies for assistance or advice, or makes complaints or reports, either by telephone or in person, all pertinent information will be obtained in an official and courteous manner and will be properly acted upon consistent with established village procedure.

Section 11: Employees shall not leave their assigned areas unless otherwise directed to do so or have received permission by the Clerk/Treasurer or a supervisor.

Section 12: Village vehicles shall not be used for personal use by employees without the knowledge or permission of the Village Clerk except in a serious emergency when it is impracticable to communicate such and, in this event, the reason for using such vehicle shall be

communicated to the Village Clerk or a supervisor as soon as possible.

Section 13: In addition to their usual specific duties and responsibilities as required by village rules, regulation, policies, procedures and directives, all personnel shall perform all other duties assigned to them by competent authority.

Section 14: Employees shall not interfere with tasks being handled by other employees of the Village or by any other governmental agency unless instructed to by the Clerk/Treasurer or a supervisor, or the intervening employee believes that by not doing so would result in failure to complete the task properly.

Section 15: Radio transmissions shall be clear, concise and relate to official business. No employee of the Village shall unnecessarily interfere with transmission of law enforcement messages.

Section 16: Employees shall submit all required work on time and in accordance with established Village procedures. Work submitted by employees shall be truthful and complete, and no employee shall knowingly enter or cause to be entered any inaccurate, false, or improper information in any village books, records or reports.

Section 17: No employees of this agency shall maintain files or duplicate copies of official agency files in either manual or electronic formats at his or her place of residence or in other locations outside the confines of the village without express permission.

Section 18: Employees of the Village shall not make or cause to be made any duplicates of Village keys or provide combination lock, passwords, or access codes without the approval of the Village Clerk, or his/her designee(s).

Section 19: Every employee of the Village whose duties include the operation of Village vehicles, shall maintain a valid Wisconsin Drivers license, and shall report loss or suspension of his/her license to his/her supervisor immediately.

#### Rules of Ethics:

Section 1: Employees shall not use their official position, official identification cards or badges for personal or financial gain, for obtaining anything of substantial value for the private benefit of themselves or their immediate family, for obtaining privileges not otherwise available to them except in the performance of duty, or for avoiding consequences of illegal acts. Employees shall not lend to another person their identification cards or badges or permit them to be photographed or reproduced without the approval of the Village Clerk

Section 2: Employees shall not solicit, accept or agree to accept from any person, business, or organization any consideration or thing of value, including money, tangible or

intangible personal property, food, beverage, loan, service, or entertainment, for the benefit of the employees or the Village, if it may reasonably be inferred that the person, business, or organization:

a. Seeks to influence action of an official nature or seeks to affect the performance or nonperformance of an official duty, or

b. Has an interest which may be more substantially affected directly or indirectly by the performance or nonperformance of an official duty.

Section 3: No employee shall use his or her official position in a way that produces or assists in the production of a substantial benefit, direct or indirect, for the employee or for one or more employees of the employee's immediate family.

Section 4: Employees shall not authorize the use of their names, photographs or official titles, which identify them as employees of the department, in connection with testimonials or advertisements of any commodity or commercial enterprise, without the approval of the Village Clerk or supervisor.

Section 6: No employee shall engage in any political activity, except voting, while on duty. Nor shall any employee use the influence of his or her office in any manner for political purposes.

Section 7: A public employee shall not make a loan of public funds, grant a subsidy, fix a rate, issue a license, permit or certificate, or otherwise regulate, supervise or participate in a decision that pertains to an entity in which the public servant, or a member of his or her immediate family, has an ownership or financial or personal interest.

#### Tobacco, Alcohol & Controlled Substances:

Section 1: Employees while working must not hold a cigarette, pipe, or cigar, or have smokeless tobacco in their mouth when in official contact with the public. Smoking is prohibited in municipal buildings and in vehicles owned or maintained by this agency. The use of smokeless tobacco products in municipal buildings and vehicles must be kept to a minimum and the process kept sanitary. The Village Clerk may establish an area where smoking is allowed.

Section 2: Smokeless tobacco, spit tobacco, chew, snuff or dip. The use of these items is discouraged and the use of these items in the Municipal Building is restricted to the specified areas.

a. When smokeless tobacco is used in the container involved from the purpose of collecting discarded tobacco waste must be able to be sealed and prevent spillage. Any type of

container used during any part of the smokeless tobacco process may NOT be an open top variety

Section 3: Users of tobacco products will not be allowed additional time beyond approved routine breaks to be away from their jobs for tobacco breaks.

Section 4: Employees shall not store or bring into any department facility or vehicle, alcoholic beverages or controlled substances.

Section 5: Employees shall not purchase or consume intoxicating beverages while in uniform or on duty.

a. Employees shall not report to duty, or be on duty, while under the direct influence of intoxicants to any degree whatsoever, or with an odor of intoxicants on their breath, except as authorized in the performance of their duty.

b. No employee shall report to work or be on duty when his or her judgment or physical condition has been impaired by alcohol, medication, or other substances.

c. Employees must report the use of any substance, prior to reporting for duty, which impairs their ability to perform their job assignments.

d. Supervisors shall order a drug or alcohol screening test when they have reasonable suspicion that an employee is using and/or under the influence of drugs or alcohol. Such screening shall conform to the village policy on employee drug-screening and testing.

Section 6: Employees while off duty shall refrain from consuming an excessive number of intoxicating beverages to the extent that it renders the employees unfit to report for their next regular shift. Employees while off duty and in public within the limits of the Village of Lake Hallie shall refrain from consuming intoxicants to the extent that it renders them intoxicated along with engaging in behavior that reflects poorly on the department.

Section 7: Employees shall not possess or use any controlled substances except when prescribed in the treatment of employees by a physician or dentist. When controlled substances are prescribed which may impair an employee's ability to perform their duties, the employee shall notify their supervisor. The employee is not required to disclose a medical condition for which they are being treated for to comply with this section.

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**Acknowledgment Page**

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Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

VILLAGE OF LAKE HALLIE

VILLAGE EMPLOYEE