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# EMPLOYEE HANDBOOK

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ORIGINAL ADOPTION:  
OCTOBER 25, 2022  
VILLAGE OF ASHWAUBENON  
2155 Holmgren Way | Ashwaubenon, WI 54304  
Version – 2023.9.26

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## Introduction

The "Employee Handbook" or "Handbook" summarizes the employment policies, procedures, standards, rules, and regulations of the Village of Ashwaubenon. Any use of the term "Village" throughout this Employee Handbook is intended to mean and should be interpreted as "the Village of Ashwaubenon."

This Handbook is intended to assist all Village employees in understanding employment conditions, create an environment of stability and trust, promote the smooth and effective operation of the Village, serve as a convenient reference guide, and direct and ensure a high standard of conduct and ethics.

Each employee will be given a copy of the Employee Handbook and is expected to read and familiarize themselves with its information. Though it is not all-inclusive, most frequent employment questions are answered in the Employee Handbook. Specific questions regarding issues not covered or how to interpret specific provisions should be directed to the employee's immediate supervisor, Department Head, or Village Manager.

**This Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations in this Handbook constitute a guarantee of any other right or benefit or a contract of employment, express or implied.** As a matter of policy, the Village does not generally enter into written or oral contracts or agreements guaranteeing employment or compensation for any particular period of time with any individual employee(s). No employee is authorized to make guarantees of employment or compensation. Employment with the Village is at all times at-will; that is, employment may be terminated with or without cause and with or without notice at any time by the employee or the Village. Nothing in the Employee Handbook or any other document or statement will limit the right to terminate employment at-will.

The provisions set forth in this Employee Handbook may be altered, modified, changed, or eliminated at any time by the Village, with or without notice, at the sole discretion of the Ashwaubenon Village Board of Trustees (the "Board" or "Village Board").

**This Employee Handbook supersedes any and all previous Employee Handbooks, handbooks, statements, policies, procedures, rules, or regulations given to employees, whether verbal or written.** Employees will be notified of changes in policy, benefits, or the Handbook as they occur. Employees should familiarize themselves with such changes and update their hardcopy of the Handbook with the inclusion of the same.

## Scope of Handbook

The goal of uniform personnel practices is to ensure the principles of fairness and merit are the basis of all personnel matters. In addition, the intent of this Handbook is to assist in establishing a safe, effective, and efficient workplace for Village employees. The policies, practices, and procedures set forth in this Handbook apply to all full-time, part-time, seasonal, and temporary employees of the Village, except the following:

- Members of the Village of Ashwaubenon Village Board, except where specifically indicated.
- Members of committees, commissions, or boards who are not Village employees, except where specifically indicated.
- Students engaged in field training.
- Volunteer workers.
- Independent contractors.

This Handbook is only intended to serve as a guide to elected public officials.

**In the event, a provision in this Handbook conflicts with any Village ordinance, state or federal law, or administrative rule, the ordinance, law, or rule will prevail only to the extent necessitated by the same, and the remaining provisions will remain in full force and effect.**

**In the event of the amendment of any law, ordinance or rule incorporated, referenced, or otherwise relied upon within this Handbook, the policies and procedures within this Handbook shall be deemed amended in conformance with those changes.**

### **Amendments to this Handbook**

This Employee Handbook shall be reviewed and updated as needed at the discretion of the Village Manager and Village Board. Policy changes are subject to Village Board approval.

### ***Amendments and updates adopted by Village Board:***

- Original Adoption by Village Board: October 25, 2022 – **Effective January 1, 2023.**
- Revised Section 4.13 Holidays & Section 5.10.1 Business & Hours of Operation: December 13, 2022 – **Effective January 1, 2023.**
- Revised Section 3.10.2 (3) Other Compensation: February 28, 2023.
- Revised Sections 4.13 Holidays, 4.14.2 Sick Leave to Vacation Conversion, 5.10 Work Schedules, Hours of Operation & Meal Breaks, 5.08.1 - Dress Code: September 26, 2023 – **Effective January 1, 2024.**

## Our Mission:

*"Deliver superior services for all, making Ashwaubenon a community of choice to live, work, and play."*

## Our Guiding Core Values:

The following values reflect our beliefs about the roles and responsibilities of our organization:

- Act with **PROFESSIONALISM** | We uphold the high standards, skills, competence, and integrity of our individual position within the organization and community.
- Support collaborative **TEAMWORK** | We work together effectively as a team and collaborate with other governmental agencies, private entities, and community partners.
- Be **DRIVEN** towards success | We establish community-minded goals, measure our performance, and report to the public on our success in meeting those goals.
- Focus on quality **SERVICE** | We understand the services we provide are vital to community well-being, and the value of the service depends on the quality of the individual's experience.
- Seek improvement through **INNOVATION** | We are visionary, creative, learn from experience, and seek new and efficient ways to solve problems and serve the public.
- Have **FUN** through work | We strive to make our work fulfilling and exciting. We appreciate being part of a family of public servants who enjoy making a difference in our community.

## Our Vision:

*"Ashwaubenon will be an inclusive, attractive, and award-winning community featuring safe neighborhoods, thriving businesses, and exciting cultural opportunities."*

*Looking forward, we will create this vision by:*

- Enhancing our **QUALITY OF LIFE**;
- Securing **PUBLIC HEALTH & SAFETY**;
- Improving & maintaining our public **INFRASTRUCTURE & FACILITIES**;
- Supporting **COMMUNITY & ECONOMIC DEVELOPMENT**;
- Striving for **ORGANIZATIONAL & FINANCIAL EXCELLENCE**;
- Providing effective **COMMUNICATION & ENGAGEMENT**.

## **1.0 General Employment Policies**

### **1.01 Applicability**

This Manual shall govern all employees of the Village, including salaried and hourly employees, except that provisions of a current Labor Agreement between the Village and a recognized labor association shall govern in matters pertaining to employees of that bargaining unit where this Manual conflicts with the provisions of a current Labor Agreement. Provisions set forth herein that address matters not included in a current Labor Agreement shall only apply if they relate to non-mandatory subject of collective bargaining pursuant to Wis. Stats. §111.70. Application of these provisions to members of a bargaining unit neither contemplates nor allows for the extension of benefits or other compensation beyond that which is provided in the specific Labor Agreement.

### **1.02 "At-Will" Employment**

All employees hired by the Village are employees "at-will" except under the terms of an express written contract approved by the Village Board and the employee, or as may be required under Wis. Stat. Sec. 62.13 for employees governed by the Police and Fire Commission.

This means that either the employee or the Village may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook creates or is intended to create an employment agreement, express or implied. Nothing contained in this, or any other document provided to the employee, is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no company representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

While the Employee Handbook was prepared for informational purposes, and every effort has been made to make it as complete as possible, it is not intended to be all-inclusive. None of the statements, policies, procedures, rules, or regulations contained herein constitute a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. Village employees are employed "at-will," and employment is not for any definite period. Termination of employment may occur at any time, with or without notice, and with or without cause, at the option of the Village or the employee.

### **1.03 Equal Employment Opportunity & ADA Compliance Policy**

The Village of Ashwaubenon is an equal-opportunity employer. The Village provides equal employment opportunities to all employees and applicants for employment without regard to race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, service in the military, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The Village of Ashwaubenon complies with the provisions of the Americans with Disabilities Act (ADA)<sup>1</sup>. The Village is committed to the fair and equal employment of individuals with disabilities under the ADA. The Village prohibits any harassment of, or discriminatory treatment of, employees or applicants based on a disability or because an employee has requested a reasonable accommodation.

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<sup>1</sup> <https://www.dol.gov/general/topic/disability/ada>

The Village of Ashwaubenon will make reasonable accommodations as necessary for all employees or applicants with disabilities, provided that the individual is qualified to safely perform the essential duties of their job and provided that the accommodations do not impose an undue hardship on the Village. An employee who wishes to request a work accommodation based on a medical condition should contact their immediate supervisor or Village Manager.

#### **1.04 Commitment to Diversity**

The Village of Ashwaubenon is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the organization and are valued for their skills, experience, and unique perspectives. This commitment is embodied in our Core Values and is an important principle of sound organizational development.

#### **1.05 Anti-Nepotism Policy**

For purposes of this section only, immediate family means spouse, child, parent, sibling, grandparent, grandchild, and any step-relative, half-relatives, and in-laws of the aforementioned immediate relatives.

Applicants for permanent full/part-time positions are not eligible for appointment or hire if a member of the applicant's immediate family is serving as a Village of Ashwaubenon elected official or Village Manager or if the appointment or hire of the applicant would otherwise result in a supervisor/subordinate relationship between the applicant and an immediate family member. Immediate relatives may not be promoted or transferred to any department or division, which results in a supervisor/subordinate relationship between the employee and an immediate family member. This includes both direct supervision and indirect supervision as a result of a vertical relationship on the organizational chart of the Village (SEE APPENDIX A). Employees who become immediate relatives within the same department or division subsequent to employment with the Village are required to notify the Village Manager within no more than 30 days of the status change. The Village Manager reserves the right to review the working relationship between the two employees and take appropriate action if necessary.

When an applicant is an immediate relative of a staff person involved in the selection process, the staff person must immediately report the conflict to the Village Manager and recuse him or herself from the selection process.

This provision is not intended to deprive any individual of employment opportunities in Village service but rather to prevent situations that result in or provide the potential for conflicts of interest.

#### **1.06 Immigration Reform and Control Act of 1986 (IRCA)**

In accordance with the Immigration Reform and Control Act of 1986<sup>2</sup> and related laws, new employees and rehires 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.

#### **1.07 Aptitude, Ability & Medical Examinations & Tests**

To help ensure employees are able to perform their duties safely, as well as to comply with applicable state and federal laws, job-related tests and/or examinations may be given to help determine aptitude or ability to perform a specific job or essential job task. Such tests or examinations may be given to candidates for job changes and promotions, as well as new applicants. Test results will be placed in the employee's file and maintained as described in section 2.5 of this Employee Handbook.

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<sup>2</sup> <https://www.uscis.gov/i-9-central/form-i-9-resources/statutes-and-regulations>



## **1.08 Bonding Requirements**

Some positions with the Village may require the employee to be bonded. Final offers for these jobs will be contingent upon meeting all qualifications for bonding.

## **1.09 Driver's License and Driving Record**

Employees whose work requires the operation of a motor vehicle must present and maintain a valid Wisconsin Driver's License and an acceptable driving record prior to and at all times during employment with the Village. Additionally, some positions with the Village require the employee to hold a valid Commercial Driver's License (CDL). Failure to maintain a valid Wisconsin Driver's License and, when applicable to the position, CDL may result in discipline up to and including termination. An employee must report any changes to their driving record, including all traffic-related convictions received either on the job or off the job, to their immediate supervisor or Village Manager within no more than three (3) days from the date of conviction, or immediately upon the suspension of driving privileges, whichever occurs first. Failure to do so may result in disciplinary action, including termination.

## **1.10 Confidential Information**

This section applies to all Village officials and employees, whether elected or appointed, paid or unpaid, members of Village boards, committees, and commissions, and individuals who are candidates for elected office once such individuals file nomination papers with the Village Clerk. Village officials and employees must assume an obligation to maintain confidentiality both during and after employment.

Officials and employees are not permitted to discuss confidential business of the Village with anyone not employed by the Village. Officials and employees are not permitted to discuss confidential business of the Village in public places. Additionally, officials and employees are not permitted to remove or make copies of any Village records, reports, or documents without the prior approval of the Village Attorney. If an official or employee is asked to provide a confidential record, they should direct the party requesting the record to the Village Attorney.

Due to its seriousness, disclosure of confidential information could lead to disciplinary action, including dismissal.

### **1.10.1 HIPAA**

The Village is committed to compliance with the HIPAA Privacy Rules<sup>3</sup> ("Rules") set forth by the U.S. Department of Health and Human Services ("HHS"). These Rules dictate that all personally identifiable health information ("health information") that is received by or generated through a "covered entity" must be afforded certain protections. "Covered entities" include health plans, health care providers, and health care clearinghouses. The Village maintains a health plan(s) that are covered entities, and the Village also has certain functions that qualify as "health care providers." Accordingly, as an entity that has some "covered functions" and some "non-covered functions," the Village will consider itself a "hybrid entity" for purposes of and as allowed by the Rules. This means that only the "health care components" and covered health plans will be subject to the Rules.

The Village has designated the Village Manager as its Privacy Officer and should be contacted with any questions about this Policy.

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<sup>3</sup> <https://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

### **1.11 Conflicts of Interest**

Employees must avoid activities or relationships that conflict with the Village of Ashwaubenon's interests or adversely affect the Village of Ashwaubenon's reputation. Employees are expected to comply with all provisions of the Village's Ethics Ordinance (see Village Ordinance 2-678 et. seq.<sup>4</sup>). Failure to comply with the Ethics Ordinance may result in charges filed with the Ethics Board or may result in immediate discipline up to and including termination.

Village employees shall comply with Wisconsin Statutes with respect to the proper and appropriate conduct of their positions as public employees, be mindful of Village goals and objectives and meet the requirements of integrity demanded by our taxpayers. Nothing in this code shall deny any employee the rights of a citizen under the Constitution of the United States of America, the Constitution of the State of Wisconsin, Wisconsin Statutes, or any other bona fide regulations of this State.

### **1.12 Whistleblower Protections**

The purpose of this Whistleblower Policy is to create an ethical and open work environment, to ensure the Village of Ashwaubenon has governance, accountability, and structure that supports its mission and organizational values, and to encourage and enable employees of the Village of Ashwaubenon to raise legitimate concerns about the occurrence of illegal or unethical actions within the organization instead of turning to outside parties for resolution.

This policy is intended to apply to employees who report activities they consider to be illegal, unethical, or dishonest to one or more of the individuals specified in this policy. Whistleblowers are not responsible for formally investigating the activity or for determining fault or corrective measures.

Examples of illegal, unethical, or dishonest activities include, but are not limited to, situations such as:

- Violations of federal, state, or local law.
- Activities that potentially violate health care reform laws.
- Theft or inappropriate removal or possession of property.
- Unethical, immoral, or criminal conduct in or outside of the workplace.
- Falsification of timekeeping records.
- Violation of DSPS (Department of Safety and Professional Services) or other regulatory safety standards.
- Sexual or other unlawful or unwelcome harassment.
- Unauthorized disclosure of confidential information.

If an employee has knowledge of or a concern about illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor, Human Resources, or the Village Manager. The Village Manager, or a designated representative of the Village Manager, will be responsible for investigating any concerns, as well as determining the proper course of corrective action. If the Village Manager is the subject of the whistleblower complaint, the Village President or a designated representative of the Village President will become responsible for investigating such complaints.

Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense. The Village of Ashwaubenon will not retaliate nor permit retaliation against a whistleblower who brings forward a legitimate concern under this policy.

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<sup>4</sup> <https://ashwaubenon.gov/government/municipal-code/#!/article/25>

Any whistleblower who believes they/them is being retaliated against must contact the Village Manager or Village President immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Employees must exercise sound judgment to avoid baseless allegations. Employees who intentionally or recklessly file a false or baseless report of wrongdoing will be subject to discipline up to and including termination. Employees with any questions regarding this policy should contact their immediate supervisor or Village Manager.

### **1.13 Outside Employment**

Full-time 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 employee's official, real or implied, duties.
- The work does not interfere with the employee's performance, attendance, or efficiency in their position with the Village.
- In performing such work or volunteer duties, the employee may not use Village equipment or resources, including but not limited to Village hardware/software, telephones or cellular phones, copy machines, or other business equipment; and
- Such work or volunteer activities must not be performed on Village workplace premises or during the employee's work hours.

It must be understood the Village depends on and has previously called upon the service of its full-time employees whenever the public interest demands it, regardless of any impediment upon secondary employment or volunteer opportunity. If the Village of Ashwaubenon determines an employee's outside work interferes with performance or the ability to meet the requirements of the Village of Ashwaubenon, as they are modified from time to time, the employee may be asked to terminate the outside employment if they/them wish to remain employed by the Village of Ashwaubenon.

If an employee is uncertain as to whether employment with a particular outside employer might constitute a conflict of interest, they must discuss the same with their immediate supervisor or the Village Manager.

## **2.0 Employment Status, Records, and Reviews**

### **2.01 Organizational & Functional Structure**

The Table of Organization (Appendix A) serves as the plan of administration, which defines authority and responsibility for all non-elected positions of the Village. The Table of Organization is prepared by the Village Manager pursuant to Municipal Code and adopted by the Village Board. The Table of Organization shall serve as the official documentation of the authorized number and classification of all positions within the organization and identifies the title and functional relationship of the positions within the organizational structure.

### **2.02 Chain of Authority and Management Policy**

The Village Board, as a whole, is responsible for setting forth the policies which affect the activities of Village employees. Individual members of the Village Board are not, however, empowered to direct the activities of staff except as may be provided in the job description of an employee. Village Board members are to direct all questions, concerns, or problems regarding Village employees to the Village Manager.

Proper organization and a clear understanding of responsibility and authority are essential to effective and efficient government administration and management.

#### **2.02.1 Direction of Personnel by Village Administration (Village Manager, Village Attorney, Human Resources, Finance)**

- Advise the Village Board and Department Heads on personnel matters (Village Manager/Human Resources).
- Formulate and direct the administration of personnel policies, procedures, and regulations (Village Manager).
- Negotiate and administer collective bargaining agreements (Village Manager).
- Assist Department Heads in recruitment, selection, placement, and transfer of personnel (Village Manager and/or Human Resources).
- Evaluate requests for promotions or transfers and make recommendations (Village Manager).
- Recommend and assist in disciplinary action (Human Resources).
- Process formal employee grievances (Village Manager).
- Supervise the maintenance of personnel records, including general compensation, insurance, and accrued benefits (Village Manager and/or Human Resources).
- Evaluate requests for changes in employee strength and organizational structure (Village Manager).
- Supervise employee development programs (Human Resources).
- Develop and maintain a job classification system (Village Manager).
- Maintain current position descriptions (Village Manager and/or Human Resources).
- Maintain current the Employee Handbook (Village Manager and/or Human Resources).
- Be responsible for wage and salary administration (Village Manager and/or Human Resources).
- Direct safety programs (Village Manager and/or Human Resources).
- Serve as AAO/EEO Officer (Affirmative Action/Equal Employment Opportunity) for the Village and regularly review and administer the program (Human Resources).
- Supervise Village Payroll functions (Finance).

- Administer the employee fringe benefits program and disseminate information as required to all employees and departments (Human Resources).
- Investigate unemployment compensation claims and arrange for Village representation at unemployment compensation hearings (Village Attorney).
- Administer temporary and emergency appointments under Federal or State programs (Village Manager).
- Keep current on State and Federal laws and regulations relating to personnel policies and provide for the proper posting of information posters required by State or Federal laws (Village Manager, Attorney, and/or Human Resources).
- Other duties as assigned by the Village Board or as deemed necessary for the efficient operation of the Village of Ashwaubenon (Village Manager).

### **2.02.2 Direction of Personnel by Department Heads**

- Enforce the personnel policy, rules, and regulations in their respective departments.
- Keep employees informed of current personnel policies.
- Immediately notify the Village Manager of any proposed changes in personnel and participate in the selection of replacements as appropriate.
- Collaborate with the Village Manager & Human Resources in hiring, developing employee orientation and in-service training programs, and other personnel management activities as appropriate.
- With direction from Human Resources, administer discipline and delegate such authority to supervisory personnel as appropriate.
- Conduct performance evaluations as appropriate.

### **2.02.3 Direction of Personnel by Supervisory Staff**

- Implement the personnel policies, rules, and regulations within their unit.
- Participate in the selection of new employees as appropriate.
- With support from Human Resources, administer discipline to employees as appropriate.
- Conduct performance evaluations as appropriate.

## **2.03 Position Descriptions**

Position descriptions are used to define the primary duties and responsibilities of each position but should not be interpreted as all-inclusive. Position descriptions provide the basis for performance expectations and are used as a guide in selection, placement, and promotion decisions. At the time of hire or transfer, a copy of the applicable position description will be given to the employee as well as placed in the employee's personnel file. Other tasks and projects may be assigned to an employee outside of the position description at the discretion of immediate supervisors, Department Heads, or the Village Manager. When the responsibilities of a position change, the position description will be updated with final approval by the Village Board (Police & Fire Commission for Sworn Public Safety) within a reasonable period of time. Employees may, at any time, request a current position description from their immediate supervisor or Village Manager.

## 2.04 Employment Classifications

It is the intent of the Village of Ashwaubenon to clarify the definitions of employment classifications, so employees understand their employment status and benefits eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will at any time is retained by both the employee and the Village of Ashwaubenon.

Each employee's position is classified as either NON-EXEMPT or EXEMPT from state and federal wage and hour laws. NON-EXEMPT employees are entitled to overtime pay and other benefits under the wage and hour laws, whereas EXEMPT employees are excluded from specific provisions of the laws and don't receive overtime pay. Whether an employee's position is exempt or non-exempt is determined by whether the primary duties of their position falls within one of the exemption categories established by state and federal law.

In most cases, NON-EXEMPT employees are paid on an hourly basis, while EXEMPT employees are paid on a salary basis. Employees will be notified individually of their exempt or non-exempt status. An employee's classification may be changed only upon written notification by the Village Manager.

In addition to the above categories, each employee will belong to one other employment category:

- **FULL-TIME:** An employee who has not been hired to fill a temporary or seasonal position and who is regularly scheduled to work thirty-seven and one-half (37.5) or more hours per week is a full-time employee. Full-time employees are eligible for benefits as more fully described in Section 4 of this Handbook.
- **PART-TIME:** Any employee who works less than thirty-seven and one-half (37.5) hours per week in a position on a regular basis throughout the year, which position will have a duration of at least twenty-six (26) weeks and with which position no maximum time limit is associated.

Part-time employees who are normally scheduled to work less than twenty (20) hours per week are not eligible for the benefits outlined in this Employee Handbook, except as granted on occasion by the Village Board in its sole discretion, or as required by law.

*(Note: any employee working over 1200 hours a year will receive Wisconsin Retirement System benefits, and some part-time employees may also be eligible for group health and related benefits.)*

- **PAID-ON-CALL / PAID-ON-PREMISE:** An employee working on an as-needed basis only, generally for the purpose of responding to emergency calls for service or drills, and who works no more than 950 hours in the calendar year is a paid-on-call / paid-on-premise employee. Paid-on-call / paid-on-premise employees are not eligible for the benefits outlined in this Employee Handbook, except as granted on occasion by the Village Board in its sole discretion, or as required by law.
- **TEMPORARY/SEASONAL:** Any employee who is working in a position, which position will have a maximum duration of one year or less and such person is not expected to return to work the following year, or a person that normally works a maximum duration of 1200 hours or less, regardless of the number of hours worked by the employee per week. This includes, but is not limited to, interns, poll workers, and seasonal maintenance workers.

*Temporary/Seasonal employees are not eligible for the benefits outlined in this Employee Handbook, except as granted on occasion by the Village Board in its sole discretion, or as required by law.*

## **2.05 Recruitment & Selection**

The appointment and promotion of an employee are based upon their qualifications and fitness for the position. It is the policy of the Village to recruit and select the best-qualified persons for all positions in the Village, including part-time, seasonal, and limited-term appointments. Recruitment and selection will be conducted in a manner to promote open competition, provide for equal opportunity, and prohibit discrimination.

### **2.05.1 Position Needs Analysis**

Prior to the recruitment of an existing authorized position, the position shall be analyzed for need, hours, and possible changes to the position description. Upon completion of the analysis, approval for filling shall be obtained from the Village Manager. Thereafter, the recruitment process will be initiated. For new positions or the recruitment of department heads, the process will require Village Board approval.

### **2.05.2 Job Announcements**

Notice of vacancies and new positions authorized by the Village Board to be filled will be posted internally at the Village Hall and externally on the Village's website, as well as in other newspapers or electronically on other websites when deemed appropriate as determined by the Village Manager and/or the hiring manager. Postings will include, at a minimum, the job title, description, salary and/or hourly wage range, and, if necessary, minimum qualifications and skills required to apply. Postings will also state the time in which applications must be received by the Village, except in cases of immediate need or unusual circumstances.

### **2.05.3 Application for Employment**

All applications for employment must be made on forms prescribed by Human Resources and available at Village Hall, as well as on the Village's website. Individuals wishing to apply for future openings may do so. Such applications will be kept on file for not more than twenty-four (24) months unless updated by the individual within these time frames.

The hiring manager may reject any application for employment without notice to the applicant if the hiring manager believes the applicant:

1. Has provided incomplete, false, or inaccurate information.
2. Has been convicted of a crime that is substantially related to the duties required such that the conviction renders the applicant unable or unfit for the position.
3. Is not within the age limits prescribed for the position or for Village employment.
4. Has an unsatisfactory employment record which indicates unsuitability for the position.
5. Does not meet the minimum requirements for the position.
6. Is unable to perform the essential duties of the position.
7. Currently holds a position with the Village; unless the applicant agrees to only accept one position so as to not create an unforeseen overtime situation or scheduling conflict.
8. Does not have the legal right to work in the United States.
9. Adverse action.
10. Has an immediate family member serving in the capacity of a Village of Ashwaubenon elected official, the Village Manager, or which would create a supervisor/subordinate relationship between the applicant and their immediate family member, as described in section 1.05 of this Handbook.

#### **2.05.4 Interview Expense**

Applicants who are called in to interview for FLSA (Fair Labor Standards Act) Exempt positions may be reimbursed for all or part of reasonable expenses incurred in conjunction with such interview, including travel, meals, and overnight accommodations.

#### **2.05.5 Moving Expense**

When the Village fills an FLSA Exempt position with an individual who resides outside the Village of Ashwaubenon, the Village may, at the sole discretion of the Village Board, reimburse some or all of the employee's actual and reasonable costs of relocation.

#### **2.05.6 Selection**

The selection process is intended to maximize reliability, objectivity, and validity, as well as to assess attributes necessary for successful job performance.

Selection Devices - In developing the selection process for an open position, the hiring manager shall confer with Human Resources and may also confer with the Village Manager, Department Heads, consultants, and others familiar with the knowledge, skill, and ability required for the position and the appropriate methods or processes to best measure these factors. Such methods or processes may include, but need not be limited to, one or more of the following:

1. Review of education, training, and experience as shown on the application;
2. Practical written or oral tests, work samples, or performance tests if job-related;
3. Physical tests of strength, stamina, or dexterity when job-related;
4. Background and reference inquiries; and
5. Physical, psychological, and drug & alcohol testing after a conditional offer of employment is made.

Confidentiality - All persons participating in the development and maintenance of selection materials will exercise every precaution to ensure the highest level of confidentiality. Only the Village Manager and individuals designated by the Village Manager may handle confidential selection materials.

Interviews - Applicants selected for further screening may be interviewed by the Village Manager, applicable Department Head, a Village President/Trustee, or by an appropriate panel designated by the Village Board.

Appointment – Department Heads are appointed by the Village President subject to confirmation by the Village Board, except where appointed by an independent Board or Commission such as the Police & Fire Commission. All other positions are appointed by the applicable Department Head or his/her designee and the Village Manager or his/her designee.

### **2.06 Personnel File**

The Village of Ashwaubenon maintains a personnel file for each employee. The personnel file includes such information as the employee's job application, resume, position description, records of training, documentation of performance appraisals and salary/wage increases, and other employment records.

Personnel files are the property of the Village of Ashwaubenon, and access to the information they contain is restricted. Other than employees who wish to review their own file, only supervisors and management personnel who have a legitimate reason to review information in a file are allowed to do so. Requests for personnel records by third parties under public records laws are addressed on a case-by-case basis pursuant to applicable law.



If an employee disagrees with any information contained in their personnel file, the employee may submit a written statement explaining the employee's position. The statement will be attached to the disputed portion of the personnel file.

Employees who wish to review their own file should contact Human Resources, who will provide them with access to their file or copies of its contents in accordance with Wisconsin law. Personnel records will be maintained for a period of no less than three (3) years after termination of employment.

## **2.07 Personnel Data Changes**

It is the responsibility of each employee to promptly notify the Village of Ashwaubenon of any change in relevant personal data. Personal mailing addresses, telephone numbers, numbers and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other matters should be accurate and current at all times. If any relevant personal data has changed, the employee must notify the Village Manager or their designee.

## **2.08 Employee Background, Credit & Reference Checks**

To ensure individuals who work for the Village of Ashwaubenon are well qualified and have a strong potential to be productive and successful, it is the policy of the Village to check the employment references of all applicants. In addition, the Village may conduct criminal background checks and credit checks on all applicants. Applicants will be required to sign a consent waiver as part of their application for employment. The Village may also conduct criminal background and credit checks when, at the sole discretion of the Village Manager, it is deemed necessary as a result of a change to the employee's job duties or tasks (e.g., for first-time access to restricted or otherwise confidential information, for the use of Village owned equipment or vehicles, and the like).

### **2.08.1 Employment Applications**

The Village of Ashwaubenon relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. The misrepresentation, falsification, or material omission of any information or data on an application for employment may result in the Village of Ashwaubenon's exclusion of the applicant from further consideration for the position or if the person has been hired, discipline up to and including termination.

### **2.08.2 Reference Checks from Third Parties**

The Village will respond to all reference check inquiries from other employers. Responses to such inquiries shall confirm only dates of employment, wage rates, and position(s) held.

## **2.09 Performance Review**

The Village will provide all full-time and permanent part-time employees with an annual appraisal of their individual performance. Reviews will focus on an employee's overall performance based on the duties and responsibilities assigned to their position. Employees are also encouraged to annually set goals and objectives to assist in measuring their work performance, as well as personal and professional growth.

The goal of the review is to foster superior work performance by providing clear expectations and objective feedback about an employee's performance relative to these expectations. Employees will be reviewed by their immediate supervisor or their Department Head. The Village Manager will be reviewed by the entire Village Board.

### **2.09.1 Performance Review Process**

No later than October 15 of each year, each full-time and part-time employee must complete a self-evaluation using the Individual Annual Performance Appraisal form and submit the same to their immediate supervisor.

Between October 15 and December 1, the supervisor and employee will meet to discuss the employee's performance over the past calendar year against responsibilities and goals. Goals and a development plan for the next review period will be developed.

The supervisor will complete a draft of the employee's performance appraisal using the Individual Annual Performance Appraisal form and meet with the Village Manager if deemed necessary to finalize the evaluation. This meeting will be completed no later than December 15 of each year except in the case of unusual circumstances.

The supervisor will meet with the employee to review the final results of the performance appraisal. This meeting may occur between October 15 and December 31. Performance appraisals will be taken into consideration at budget time in determining, when applicable and subject to the financial constraints of the Village, eligibility for increases and/or adjustments in salary and wage. (See Section 3.10).

### **2.10 Internal Transfers**

Employees interested in a transfer to another open position must submit an application for employment using the Village's prescribed method or form on the Village's website or intranet site. Employees are not guaranteed a transfer simply because a vacancy may occur or because they have received favorable performance appraisals in their current position. Instead, internal transfers will be based on such things as position availability, the qualifications of external candidates, outstanding work performance, levels of skills and training, demonstrated reliability, and the employee's current disciplinary status.

Employees should clearly understand once a transfer is granted, there are no guarantees of continued employment which will remain "at-will" and can be terminated at any time with or without cause, with or without notice, at the option of either the Village or the employee, except as otherwise provided by law or contract.

### **2.11 Demotions**

On occasion, during the course of the employment relationship, demotions will be appropriate. Demotions may occur as a result of an employee's request or as a result of the Village's decision an employee's skills and abilities more closely fit the requirements of another position. Any type of demotion, including compensation, must be approved by the Village Manager.

When an employee is assigned to a job requiring less skill, knowledge, etc. than his/her present job (regardless of whether this new assignment results from employee choice or management decision), the employee's compensation may be adjusted to reflect the rate of pay appropriate to the position. Any new pay rate will go into effect at the beginning of the first payroll period on or following the assumption of the duties of the new job.

## **2.12 Probationary/Introductory Period**

All newly-hired employees and employees promoted or hired into different internal positions within will be placed on a qualifying period of at least six (6) months. Near the expiration of that time, a follow-up interview will be conducted by the immediate supervisor to review the employee's performance. The immediate supervisor will provide a report for the Village Manager's approval, which the report will contain the supervisor's recommendations regarding whether the employee shall be retained, continue probation for a specified period, or dismissed.

## **2.13 Fitness for Duty**

Any employee who is absent more than three (3) consecutive days from work as a result of his or her own serious medical condition must provide a fitness for duty certificate before returning to work. The Village may waive this requirement at its sole discretion.

Any employee who appears to be unable to perform the mental or physical requirements of the job due to illness, injury, or other medical condition, may be directed to obtain a fitness for duty certificate from the Village's occupational health provider. Such examination will be done at the Village's expense. In the event the employee is found not to be fit for duty, the employee may elect to seek a fitness for duty certification from a physician of appropriate expertise of the employee's choosing and at the employee's expense. If the certifications conflict, the employee's and village's physicians shall discuss their individual findings and come to a mutual agreement on whether the employee is fit for duty or not.

If the employee is not fit for duty, the employee shall have twelve (12) weeks to come into compliance. During this time, the employee may be required to use paid, and unpaid leave if light duty is not available or not applicable. If the employee is unable to obtain fitness for duty during this time, the employee is deemed to have voluntarily resigned from his or her position. The provisions of this policy shall be administered in conformance with the state and federal laws on family and medical leave and disability.

## **2.14 Employment Resignation & Termination**

Since employment with the Village of Ashwaubenon is based on mutual consent, both the employee and the Village of Ashwaubenon have the right to terminate employment at-will, with or without cause, at any time.

### **2.14.1 Resignation**

Resignation is a voluntary act initiated by the employee to terminate employment with the Village of Ashwaubenon. Resigning employees must put their resignation notices in writing. To help manage workload and in order to facilitate a smooth transition, the Village of Ashwaubenon requests no less than 30 days' written notice from management employees (i.e., supervisors, Department Heads) and no less than 14 days' written notice from all other employees before the employee voluntarily terminates employment. Employees are generally expected to work during their notice period and may not be permitted to use vacation or sick leave during their notice periods. However, the Village reserves the right to accelerate the effective date of resignation or waive the resignation notice requirement if it is in the best interest of the Village to do so. Once resignation has been submitted, the action cannot be withdrawn except upon mutual agreement by the employee and the Village.

### **2.14.2 Layoffs**

Upon approval of the Village Manager, the Department Head may lay off any employee when it is deemed necessary by reason of shortage of funds or work, the abolition of the position, other material changes in the duties or the organization, or for other reasons as necessary. The employee shall receive written notice of the effective date of the layoff.

### **2.14.3 Disability**

An employee may be separated from employment for disability when the essential functions of the employee's position cannot be performed because of a disability with or without a reasonable accommodation, subject to the provisions of the Americans with Disabilities Act and related amendments. Action may be initiated by the employee, a legal representative, or the Village, but in all cases, it must be supported by medical evidence. The Village may require an examination at Village expense, performed by a physician of its choice.

### **2.14.4 Automatic Termination / Dismissal**

A Department Head may recommend disciplinary action involving termination of employment to the Village Manager. In so doing, they shall advise the Village Manager of the reasons for such action. The Village Manager shall consider the recommendation prior to taking any action or seeking approval for termination from the Village Board. Such action shall be consistent with applicable State and Federal rules and regulations.

### **2.14.5 Other Reasons for Termination**

**Retirement.** Whenever a regular employee meets the conditions set forth in the Wisconsin Retirement System Regulations, the employee may elect to retire and receive benefits as prescribed by the Wisconsin Retirement System. An employee shall notify the Department Head or supervisor in writing of the last day of work as far in advance as possible. A minimum of two (2) months' notice is appreciated. An employee shall actually work on the employee's last day.

**Death.** Separation shall be effective as of the date of death. All compensation due via municipal, State, or Federal law shall be paid to the estate of the employee, except for such sums as by law must be paid to the surviving spouse.

### **2.14.6 Exit Interviews**

The Village may, at its sole discretion, schedule an exit interview prior to the departure of any Village employee. The purpose of the interview is to discuss, when applicable, reasons for the departure, the effect of termination of the employer/employee relationship on benefits, and performance during the employment period.

## **2.15 Return of Village Property**

Employees are responsible for items issued to them by the Village of Ashwaubenon or in their possession or control, including, but not limited to, the following:

- Security Card
- Picture Identification Card
- Village keys
- Purchasing/Credit cards
- Village manuals
- Passwords
- Any other Village-owned or issued assets or equipment
- Cell phones, pagers, or mobile devices
- Laptops or computers
- Key Fob Access Cards
- All Personal Protective Equipment
- Radios
- Badges and Credentials

Employees receiving such items may be required to sign a loan receipt and payroll deduction authorization as a condition of receiving Village of Ashwaubenon property or equipment. Employees must return all Village of Ashwaubenon property immediately upon request or upon the termination of employment. Failure to return Village property upon request or termination may result in a deduction of pay and/or forfeiture of payment for unused, accrued vacation time.

## 3.0 Employee Compensation/Pay Policies

### 3.01 Time Keeping

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state law requires the Village of Ashwaubenon to keep an accurate record of time worked in order to calculate employee pay and benefits.

Electronic time records are used by all hourly full-time and part-time employees to record actual time worked, vacation time, sick time, paid holidays and other approved leave. Employees should record actual times of arrival and departure from the workplace.

Altering, falsifying, tampering with employee time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Employees are responsible for certifying the accuracy of all time recorded. Supervisors will review and then approve the employee's time record before submitting it for payroll processing. If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by approving the amended time record.

### 3.02 Number of Hours Authorized

For all non-exempt hourly positions, the employee must receive their supervisor's prior authorization to exceed and/or reduce hours worked per day from their established regular work schedule.

Non-exempt hourly employees should report to work no earlier than 15 minutes prior to their scheduled starting time nor stay later than 15 minutes after their scheduled stop time without prior authorization from their supervisor.

### 3.03 Overtime/Holiday Pay

When operating requirements or other needs cannot be met during regular working hours, employees may need to work overtime hours. All overtime work must receive the supervisor's prior authorization. It is the responsibility of every Department Head and supervisor to assign overtime work only when emergencies or other compelling circumstances prevent the reasonable accommodation of additional work through the reassignment of work priorities or through the rescheduling of hours within the same workweek.

Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour restrictions.

- Overtime pay is based on **actual hours worked** and will be paid for time worked over the employee's standard work week (37.5/40) hours, as more fully defined below. **Approved time off for vacation, holidays, or other paid leave will be considered hours worked for the purpose of calculating overtime.**
  - Eligible employees are to receive overtime pay of one and one-half (1 1/2) times their regular hourly rate of pay for approved hours worked over 37.5/40 hours in 1 workweek as defined below.
  - Eligible employees are to receive overtime pay of two (2) times their regular hourly wages for approved hours worked on Sundays.

- Eligible employees are to receive overtime pay of two (2) times their regular hourly wages for approved hours worked on Village recognized and/or observed holidays.
- Public Safety Supervisors - Captains & Lieutenants shall receive holiday pay as demonstrated in the APSOA Collective Bargaining Agreement.

Failure to work overtime when directed/scheduled or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including termination of employment.

### **3.03.1 Fair Labor Standards Act Work Periods**

For the purposes of the [Fair Labor Standards Act \(FLSA\)](#),<sup>5</sup> the Village of Ashwaubenon defines the standard work period as a seven-day period starting at 12:01 on Sunday morning and continuing through midnight the following Saturday. The definition of a standard work period applies to all employees except sworn public safety officers. Sworn public safety officers shall have an FLSA work period consisting of 27 days.

### **3.03.2 Exempt Employees**

Full-time, exempt employees who are expected to work a minimum of 37.5/40 hours per week are provided flexible scheduling as identified in Section 5.11 to recognize the time commitment oftentimes beyond core regular business hours for programs, events, meetings, and job-related emergencies. These employees are responsible for monitoring their time spent on official business during and after regular business hours. Exempt employees are **NOT** entitled to overtime except as noted below.

To recognize work above and beyond their normal scheduled work, full-time, exempt Public Safety supervisors - Captains & Lieutenants, and the Public Works Operations Supervisor, when required to work event set-up/takedown, traffic control and/or security for Packer home games (or other stadium special events), are to be provided overtime pay in accordance to Section 3.03 for hours worked outside their regular scheduled hours.

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<sup>5</sup> <https://www.dol.gov/agencies/whd/flsa>

### **3.04 Compensatory Time**

Non-exempt employees have the option of receiving, in lieu of monetary compensation, time off (referred to as "compensatory time") for overtime worked subject to the following:

1. Compensatory time cannot be earned or paid out during the final pay period of the calendar year.
2. Employees requesting compensatory time off must submit an electronic time-off request. Compensatory time may only be used with the approval of the employee's supervisor.
3. Employees may request pay out at any time during the calendar year of their current accrual balance.
4. All unused compensatory time earned in a given calendar year will be paid out no later than January 31 of the following year if not used at the applicable employee's rate of pay which was in effect when the hours were worked unless provided below:
  - a. Public Safety Supervisors - Captains & Lieutenants hired/promoted before May 1, 2013 –may maintain a bank (not to exceed) 480 hours of compensatory time; and may request pay out of up to thirty (30) hours per pay period.
  - b. Public Safety Supervisors - Captains & Lieutenants hired/promoted after May 1, 2013 – shall carry forward the employee's bank of hours at the time of promotion. This amount shall serve as the maximum amount of hours to be banked; however, in the event such amount is less than 240 hours, the supervisor may maintain a bank (not to exceed) 240 hours of compensatory time; and may request pay out of up to thirty (30) hours per pay period.

### **3.05 Call-In Pay/Minimum Call-In Time**

Occasionally, a full-time, non-exempt, hourly employee may be asked to return to work after they have left for the day or to work on weekends or holidays they are not scheduled to work.

- Public Works, Utilities or Parks maintenance - When an employee is called-in to work such unscheduled hours, the employee will receive pay for actual time worked, but not less than three (3) hours at one and one-half (1 1/2) times the employee's regular rate of pay.
- Village Hall and other office staff - When an employee is called-in to work such unscheduled hours, the employee will receive pay for actual time worked, but not less than two (2) hours at one and one-half (1 1/2) times the employee's regular rate of pay. When Village Hall and other office staff are scheduled to work during a meeting outside of standard work hours, the employee will receive pay for actual time worked, but not less than two (2) hours, at the employee's applicable rate of pay.
- Public Safety Evidence Technician - When an employee is called-in to work such unscheduled hours, the employee will receive pay for actual time worked, but not less than three (3) hours at one and one-half (1 1/2) times the employee's regular rate of pay.

Occasionally, an exempt, sworn Public Safety employee may be asked to return to work after they have left for the day or to work on weekends or holidays they are not scheduled to work.

- Public Safety supervisors – Captains & Lieutenants - When a Public Safety supervisor is called-in to work such unscheduled hours (court time, paramedic call-ins, officer stand-by, and road shift call-ins), the employee will receive pay for actual time worked, but not less than three (3) hours at one and one-half (1 1/2) times the employee's regular rate of pay.



It is the responsibility of every Department Head and supervisor to assign call-in work only when emergencies or other compelling circumstances prevent the reassignment or rescheduling of such duties during regularly scheduled work hours. Supervisors should make every effort to refrain from contacting employees earlier than 1 hour before the desired start time when operating requirements or other service needs require an employee to be called-in between 10:00 p.m. and 6:00 a.m.

Call-in time may be required when, but not limited to, the following circumstances arise:

- Emergency snow plowing/salting is required;
- A road sign must be immediately repaired or replaced;
- An emergency or disaster which poses a risk to public safety requires the Village's immediate response;
- A park rental problem arises.

Previously scheduled work will not be paid as call-in time. Examples of scheduled work are as follows, but not limited to:

- Scheduled meetings outside of standard work hours.
- Scheduled program set up/take down (i.e., movie in the park, special event set-up, etc.);
- Scheduled snow/ice control response when it is scheduled with a specific start time prior to the end of the previous workday;
- Any other work that is scheduled with a specific start-time prior to the end of the previous workday.

### **3.06 On-Call Stipend**

Non-exempt Utility employees may be designated to carry a cellular phone and serve on-call as scheduled or to respond in the event of an emergency. Employees will be given and are expected to keep track of time spent working outside of their regularly scheduled work hours while on-call.

On-call employees will receive a flat stipend of \$150.00 to carry and respond to calls for service for the week of their on-call assignment. On-call employees are expected to respond by phone within a reasonable time after being called and to maintain the ability to perform their duties safely and responsibly. The employee must remain in the area so they can respond within no more than 1 hour of receiving an after-hours phone call. Impairment during an on-call time (i.e., if called to perform work duties) will result in discipline, up to and including termination, in accordance with the Village's Drug & Alcohol Use Policy.

In the event the on-call employee is called-in to work, the employee will be provided call-in pay in accordance with Section 3.05.

Exempt status employees will not receive any additional compensation for serving on-call in a supervisory capacity. Such employees required to actively work while on-call are encouraged to flex their work schedule during the week in exchange for unscheduled time worked.

### **3.07 Pay Periods & Pay Days**

There are generally 26 pay periods per year. Payday is normally every other Thursday, bi-weekly, for work performed for the 2-week period ending the previous Sunday at 12:00 midnight. The Finance Department will prepare a schedule or calendar of bi-weekly pay periods each January for the current year, which will be provided to each hourly employee.

All employees will be paid via direct deposit on a bi-weekly basis to the employee's designated bank or financial institution or by paycheck. No paper payroll checks will be distributed. Each employee will receive an electronic confirmation of their direct deposit, but it is the responsibility of the employee to ensure their payroll is successfully deposited. Each employee should promptly report any errors or issues with their direct deposit to their supervisor and/or the Village's designated payroll agent. Each direct deposit or paycheck will include

earnings for all work performed through the end of the previous payroll period. Employees will receive an itemized statement of wages.

### **3.08 Vacancy Coverage**

If an employee is incapacitated for two (2) or more weeks due to prolonged illness, termination, etc., any full-time or permanent part-time employee providing coverage in addition to their regular work duties during the incapacitated employee's absence may be eligible for additional compensation at the sole discretion of the Village Board and on a case by case basis. If granted, additional compensation will generally be provided as follows:

- Full Vacancy Coverage for a position of an equal or lesser pay grade: One (1) step or 2% pay increase during the period of vacancy.
- Full Vacancy Coverage for a position of a greater pay grade: Advance to the current step of the vacant position's higher pay grade during the period of vacancy.

The employee providing vacancy coverage must request in writing additional compensation. The employee must state how they provided full, interrupted coverage of the duties normally assigned to the vacated position. The Village Manager will forward the request with his/her recommendation to the Village Board for consideration.

### **3.09 Deductions/Garnishments from Paycheck**

The law requires the Village of Ashwaubenon to make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. The Village of Ashwaubenon also must deduct Social Security taxes on each employee's earnings up to a specified limit called the Social Security "wage base." The Village of Ashwaubenon matches the amount of Social Security taxes paid by each employee.

The Village of Ashwaubenon offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

Additionally, the Village of Ashwaubenon may be required to make deductions to pay off a debt, loss, or other obligation of the employee to the Village of Ashwaubenon or to a third party (such as garnishments, liens, child support orders, and the like). In order to reimburse or pay back the Village of Ashwaubenon for the types of debts or losses listed above, employees may be required to sign a payroll deduction authorization form and/or enter into some other sort of pay back or reimbursement agreement. Employees leaving employment may be required to sign such authorizations or agreements regardless of the circumstances underlying their separation from employment.

It is the Village of Ashwaubenon's policy to comply with all applicable wage and hour laws and regulations, including the salary basis requirements of the Fair Labor Standards Act. Accordingly, no payroll deductions will be made from the salaries of employees determined to be exempt from the minimum wage and overtime provisions of the [Fair Labor Standards Act \(FLSA\)](https://www.dol.gov/agencies/whd/flsa)<sup>6</sup> unless provided for under State or Federal law. In the event an employee feels improper deductions have been made from their wages, they should immediately report the information to the Village's payroll agent. Reports of improper deductions will be investigated and resolved within a reasonable amount of time, given all the facts and circumstances. If it is determined an improper deduction has been made, the employee will be reimbursed, and the Village will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

Employee questions concerning why deductions have been made from a paycheck or how such deductions were calculated should be directed to the Village's payroll agent. Employees must report any changes in name, address, telephone number, marital status, or the number of exemptions to the Village's payroll agent.

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<sup>6</sup> <https://www.dol.gov/agencies/whd/flsa>

### 3.10 Wage & Salary Administration

The Village of Ashwaubenon's compensation program is designed to attract and retain quality employees and to encourage high performance from the employees within the organization.

The Village of Ashwaubenon has adopted a wage and salary grade-based pay plan. Each Grade has 15 individual steps beginning with a Minimum, or entry-level, Step 8 or Midpoint and running through Maximum, or Step 15. Each step constitutes approximately a two percent increase or lift over the prior Step. Wage grades for each position are directly linked to a position analysis matrix utilizing eight widely used job factors (SEE APPENDIX B).

Salary grades may be increased or decreased upon recommendation of the Village Manager and approval of the Village Board in its sole discretion. No employee is guaranteed a wage or salary increase or a performance-based bonus payment simply because they have received favorable performance appraisals in their current position. The compensation plan is designed to provide a fair, equitable, and competitive pay system while balancing both the needs of the employee and the financial capabilities of the Village. Additionally, a salary grade increase will not be used as a means to increase employee compensation above the maximum salary for the present position salary grade unless one of the following has occurred:

- 1) A change in position description or duties meriting increased compensation in the sole discretion of the Village Board or;
- 2) A determination when a position's salary grade should be increased based on market conditions documented in a salary survey as determined at the Village Board's sole discretion.

Subject to budget constraints and approval by the Village Board, the salary schedule will be adjusted on an annual basis in the following manner: The adjustment percentage will be calculated based on the change in the Consumer Price Index (CPI) between July of the current year, and July of the preceding year. For purposes of determining the CPI adjustment, the data set to be used will be the [\*Consumer Price Index for all Urban Consumers\*](#)<sup>7</sup> (Not Seasonally Adjusted, U.S. city average, all items, Base Period: 1982-84=100), as maintained by the U.S. Bureau of Labor Statistics.

For each salary grade, a salary Minimum, Midpoint, and Maximum will be established. The difference between the minimum and maximum salaries constitutes the salary range. Furthermore:

- The grade Minimum represents the minimum starting salary for a given position. In other words, this is the least amount the Village can expect to pay to recruit a candidate meeting the basic qualifications of the position description.
- New employees will be hired at a salary not to exceed the hiring range for the position, depending on the employee's qualifications. A starting salary exceeding this limit may only be approved by the Village Board.
- The grade Midpoint (Step 8) represents the estimated "market" value for a position and what the Village can expect to pay for a well-qualified and fully contributing individual.
- The grade Maximum represents the highest salary the Village is willing to pay within each wage grade, regardless of the person's experience and qualifications.
- The range between the Minimum and Maximum salary grades represents additional compensation that may be awarded to an employee based on periodic performance appraisals.

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<sup>7</sup> <https://www.bls.gov/news.release/cpi.t01.htm>

### 3.10.1 Performance-Based Compensation Program

The Village feels those who continuously perform above and beyond expectations should be rewarded accordingly. The Village has established, for non-represented employees, a performance-based hybrid where high-performing employees may be eligible for a standardized step advancement and merit incentive pay bonus.

The merit incentive pay bonus allows for the Village to offer objective, incentive-based, pay-for-performance in the form of lump sum merit pay bonuses. Under this program, the Village Board would authorize a pool of funds available for one-time annually lump sum performance options based on prior year performance evaluations. Total funds available for these bonuses are usually based on a figure such as 1 to 5 percent of the prior year's total employee payroll for the group eligible for the awards. Bonuses can be given out by the Village Manager upon recommendation of the Department Heads. The Manager would directly evaluate and score all Department Heads.

An example of how this process might work for the calendar year is as follows:

- Village Board may approve a Merit Pay Pool up to 1% of the yearly Village payroll of \$5,000,000 = \$50,000
- Administration submits a plan that will provide the following lump sum payments to the following categories of performance based on actual evaluation scores:

Rating	#Achieving Score	One Time Payment	Total Paid Out
Exceptional	3	\$3,000	\$9,000
Commendable	25	\$1,500	\$37,500
Meets Expectations	53	\$0	\$0
Needs Improvement	3	\$0	\$0
Unacceptable	1	\$0	\$0
Totals:	85		\$46,500

### 3.10.2 Other Compensation - Public Safety Supervisors & Commanders

*Revised 2/28/2023 – Command Staff shall receive benefits related to HSA Contribution or Health Insurance Opt-Out provisions in Sub Para 3.*

1. Sworn Public Safety supervisors – Captains & Lieutenants shall receive benefits through the Ashwaubenon Public Safety Officers Post Retirement Trust Fund as set forth in the APSOA contract and as may be amended in the APSOA contract from time to time.
2. Sworn Public Safety supervisors – Captains & Lieutenants with paramedic certification shall receive \$4,000 annually for maintaining such certification as set forth in the APSOA contract and as may be amended in the APSOA contract from time to time.
3. Sworn Public Safety supervisors – *Command staff (Commander, Deputy Chief & Chief)* and Supervisors (Captains & Lieutenants) shall receive benefits related to Health Savings Account Contribution or Health Insurance Opt-Out provisions as set forth in the APSOA contract and as may be amended in the APSOA contract from time to time.

## **4.0 Employee Benefits**

### **4.01 Eligibility and Enrollment of Medical, Dental & Vision Insurance Benefits**

All full-time and part-time employees working at least 30 hours per week and their eligible dependents, as defined by the insurance policy adopted by the Village, will become eligible for the benefits contained in this Chapter. Contribution by full and part-time employees shall be determined by each benefit plan. Temporary or Seasonal employees and Volunteers shall not be eligible for any benefits contained in this Chapter unless provided for herein. Employees are eligible for enrollment upon hire (effective the 1st day of the month following hiring) or upon qualifying events as defined in the benefit plan. Health Insurance coverage ceases on the last day of the month in which the employee ceased employment with the Village. The Village retains the right to modify the terms of the insurance plan design, including but not limited to the carrier and the premium payment at any time.

#### **4.01.1 Medical/Dental/Vision Insurance**

The Village shall maintain a self-insured insurance plan administered by a third-party provider. The current year's health insurance plan is available from Human Resources, and employees will be notified of any changes to the plan. The contribution to the plan premium shall be established by the Village Board. The Village Board may also establish other terms and conditions of participation in the plan that may be in the best interest of the plan.

#### **4.01.2 Non-Enrollment for Insurance Benefits**

Should an eligible employee elect not to enroll in insurance benefits offered by the Village, the employee will not be eligible to enroll in the programs again until the next open enrollment period. An employee who elects not to enroll in insurance benefits offered by the Village may enroll or, if previously covered, re-enroll only in cases of substantial change to available insurance benefits by a non-Village provider (for example, substantial changes to a spouse's coverage, etc.), or in the case of a qualifying event such as a change in marital status, change in the number of dependents or the loss of insurance coverage from a spouse or other provider.

#### **4.01.3 Benefits Continuation (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health (medical/dental/vision) insurance coverage under the Village of Ashwaubenon's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Village of Ashwaubenon's group rates plus an administration fee. The Village of Ashwaubenon provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under its health insurance plan.

#### **4.01.4 Limited Flexible Spending**

The Village offers regular full-time and regular part-time employees the option to voluntarily enroll in a Section 125 Limited Flexible Benefits program. Participation is optional and paid in full by the employee. Prior to January 1<sup>st</sup> of each year, employees will be notified of the enrollment period, and the Village will make the employee's designated deductions through payroll. Employees are responsible for submitting reimbursement to the Village's third-party administrator.

## **4.02 Retirement Benefits**

### **4.02.1 Wisconsin Retirement System**

The Village will participate in the State of Wisconsin Department of Employee Trust Fund (ETF) Wisconsin Retirement System (WRS). All rules established by ETF will be enforced and followed, including the annual designation of the employee and employer share of contribution and eligibility. Part-time employees must work sufficient hours to qualify for WRS as defined by ETF. Any other deferred compensation or retirement plan contributions are to be made by the employee.

### **4.02.2 Deferred Compensation Program**

The Village offers employees participation in the Wisconsin Deferred Compensation Program (WDC) to those employees that meet the Wisconsin Retirement System (WRS) eligibility definition. The program provides eligible employees with the opportunity to set aside a portion of their annual earnings on a tax-deferred basis to supplement retirement income. Participation in the deferred compensation program is voluntary and is 100% funded by the employee.

### **4.02.3 Statement of Employee Retirement Income Security Act (ERISA) Rights**

Participants in a retirement plan are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan members are entitled to the following:

- Examine all plan documents, at the plan Manager's office, without charge. This includes insurance contracts and copies of all documents filed by the plan with the U.S. Department of Labor. Examples of this include detailed annual reports and plan descriptions.
- Obtain copies of all plan documents and other plan information upon written request to the plan Manager. The plan Manager may make a reasonable charge for the copies.
- Receive a summary of the plan's financial report. The plan Manager is required by law to furnish each member with a copy of this summary annual report.

In addition to creating rights for plan members, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the plan called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of other plan members and beneficiaries.

## **4.03 Life Insurance**

The Village shall provide life insurance through the Wisconsin Department of Employee Trust Fund program equal to the employee's previous year's reportable earnings. The employee shall have the right to purchase supplemental (additional) life insurance available through the Trust by payroll deduction. All regular full-time and regular part-time employees who qualify for the Wisconsin Retirement System shall be eligible for life insurance.

#### **4.04 Employee Assistance Program**

The Village recognizes that problems of a personal nature and changes within the workplace can have an adverse effect on an employee's job performance. It is also recognized that most personal problems can be dealt with successfully when identified early and referred to appropriate resources. The purpose of the Employee Assistance Program is to provide these services through special arrangements with Village's contracted EAP provider. The program is designed to deal with a broad range of human challenges such as alcohol and/or drugs, emotional/behavioral, family and marital, financial, legal, and other non-work or work-related problems. The program provides problem assessment and referral. If costs are incurred for services that are not covered by insurance or other benefits, that cost is the responsibility of the employee. The overall objective of the Employee Assistance Program is to maximize employee functioning in personal matters and maximize performance on the job. Employees may voluntarily utilize EAP, or attendance may be mandated by a supervisor for issues impacting the workplace.

#### **4.05 Long-Term Disability Insurance**

The Village provides eligible employees coverage for long-term disability after 180 days of a disability. The employee shall have the right to purchase additional insurance available through the Trust by payroll deduction. Employees may elect to shorten the period to 30, 60, 90, or 120 days. All regular full-time and regular part-time employees who qualify for the Wisconsin Retirement System shall be eligible for long-term disability insurance. Employees qualifying for long-term disability are no longer eligible for participation in the Village's health and dental programs.

##### **4.05.1 Income Continuation Insurance**

The Village may offer a voluntary income continuation insurance program (e.g., AFLAC). Participation is voluntary and is 100% funded by the employee.

#### **4.06 EdVest 529 College Savings Plan**

The Village offers voluntary participation in a 529 College Savings Plan through EdVest. This voluntary program provides no employer contribution. Your payroll contributions are post-tax. You may enroll at any time by completing an enrollment form on the [Edvest website](https://edvest.com/)<sup>8</sup>.

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<sup>8</sup> <https://edvest.com/>

#### **4.07 Family/Medical Leave Act (FMLA)**

It is the policy of the Village of Ashwaubenon to comply with the requirements of the Wisconsin and Federal Family and Medical Leave Acts (FMLA) when state or federal law requires compliance as an employer. Employee eligibility will be determined on a case-by-case basis. The state and federal laws differ in a number of areas, and the Village will comply with both when required. When the reason for leave qualifies under both state and federal law, the following rules apply:

- The employee is deemed to be exhausting his/her entitlement under both laws concurrently; and
- The provision(s) most generous to the employee will apply.

FMLA is for an employee's own serious health condition; to care for a parent, son or daughter, or spouse with a serious health condition; or for birth, adoption, or foster care placement; or for a qualifying exigency related to active military duty. In no event will an employee be entitled to more Federal and/or State family or medical leave than the maximum number of weeks provided for in one calendar year by Federal or State FMLA statutes.

A "serious health condition" is defined as a physical or mental illness, injury, impairment, or condition involving either of the following:

- Inpatient care in a hospital, nursing home or hospice; or
- Outpatient care that requires continuing treatment or supervision by a health care provider.

The Village of Ashwaubenon recognizes the rights of an eligible employee to take an unpaid leave of not more than 12 weeks per calendar year to attend to a serious health condition affecting his/her spouse, son or daughter, or parent, or for the birth, adoption, or foster care of a son or daughter. State law provides a total of 10 weeks, specifically per calendar year, which must be allocated based on the reason for the absence. Federal and State leave for the same condition run concurrently.

In order to be eligible for leave under the state FMLA, employees must be employed for at least 52 consecutive weeks and must have worked for at least 1,000 hours during the preceding 52-week period. Employees must have been employed for at least 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of leave at a facility having 50 or more employees within a 75-mile radius to be eligible for leave under the federal FMLA.

Employees are required to give the Village of Ashwaubenon reasonable advance notice of the need for leave. In cases of a planned absence, this notice must be not less than 30 days. If there is an emergency, employees are required to give notice as soon as possible. In all cases in which an employee desires leave due to a serious health condition or related to pregnancy, the employee must provide the Village of Ashwaubenon with medical certification from the treating healthcare provider. Failure to provide the certification within 15 days after it is requested may result in a delay or denial of leave.

##### **4.07.1 Use of Paid and Unpaid Leave under FMLA**

Under FMLA, the Village may be required to provide unpaid leave to eligible employees. However, an employee or employer may elect to substitute a paid benefit for which the employee is eligible in order for the employee to receive pay during the leave. The Village requires the substitution of paid sick days and may also require the substitution of vacation or compensatory time whenever permitted by law. When paid benefits are substituted for the otherwise unpaid time, those benefits are used concurrently with FMLA leave and will not be available to the employee for use at a later date.



#### **4.08 Worker's Compensation**

The Village of Ashwaubenon provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important the injury be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Failure to promptly report workplace injuries or illnesses may be cause for discipline, up to and including termination of employment. Incident reports must be submitted to Human Resources within 24 hours for all worker's compensation illness or injury occurrences.

Neither the Village of Ashwaubenon nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity, including activities sponsored by the Village of Ashwaubenon.

An employee who sustains an illness or injury while performing within the scope of their employment may continue to receive compensation from sick leave or accrued vacation and their worker's compensation payments for the period of time of the injury. Sworn public safety staff shall receive full pay up to one hundred eighty (180) calendar days, turning over to the Village the worker's compensation check. After one hundred eighty (180) days, the employee may use prorated sick leave [one-third (1/3) day at a time] to receive the equivalent of full pay. If worker's compensation is not allowed, the employee shall use accumulated sick leave.

##### **4.08.1 Light-Duty**

The Village may assign an employee to light duty when an employee has returned to work with temporary physical limitation following a work-related or off-duty injury or illness. Worker compensation injuries will have priority in placement for light duty assignments. In no event shall light duty assignments exceed twelve weeks except in cases of worker compensation injuries or where required for reasonable accommodations under state and federal law. Light duty shall be defined as any assignment in which the employee is not required to meet all physical demands of his/her job or perform all essential functions which are normally a part of his/her job.

In general, the Village of Ashwaubenon will make reasonable efforts to make accommodations and find light-duty work for employees who have suffered on-the-job injuries. Where such work is possible, the Village will make sure the light-duty work provided stays within the restrictions established by the employee's doctor. Similarly, employees returning to light duty positions must agree to work within those restrictions and are forbidden from working beyond them.

Supervisors must inform the Village Manager prior to placing an employee on a light-duty assignment. The assignment of light duty will be made at the sole discretion of the Village Manager, subject to available work, the operational needs of the Village, and any applicable State and Federal regulations. All light-duty assignments are temporary. No employee will be permanently assigned to a light-duty position.

#### **4.09 Training and Education**

Employees are encouraged to utilize training and education opportunities to improve job skills and advance their careers. Any Village employee or volunteer wishing to attend a training or educational opportunity not included in pre-approved budgetary allocations must first provide a written request to the Village Manager for review. As necessary, the expenditure and time necessary to attend may require approval from the Village Board.

Mileage, lodging, and meals during a training or education opportunity will be reimbursed in accordance with policy 5.13.

##### **4.09.1 Tuition Reimbursement**

Full-Time employees of the Village are eligible for reimbursement of the cost of tuition, lab fees, books, materials, and other miscellaneous fees indicated to job-related educational pursuits. These costs must be approved by the employee's direct supervisor and the Manager. Any employee receiving education reimbursement shall sign a payroll deduction authorization form.

Requests for tuition reimbursement shall be made by September 1st of each year and are available on a first-come, first-served basis up to \$500 unless prior approval is received from the Village Board. Reimbursement is subject to successful completion of the class and shall be repaid in the event the employee does not continue to be employed with the Village for at least 12 months following the reimbursement.

#### **4.10 Licenses and Certifications**

The Village will pay all costs for classes and credits an employee is required to obtain as a condition of continued employment. The Village will also pay costs to maintain the necessary licenses and certifications required as a condition of continued employment. Applicants for a position requiring a license and/or certification must present valid proof of the same prior to their start date. Failure to maintain the required certification to perform job duties set forth will be grounds for disciplinary action up to and including dismissal.

#### **4.11 Trade/Professional Associations**

The Village will pay membership dues for administrative and technical personnel to join job-related/ professional organizations when such membership is reasonably expected to advance professional development.

#### 4.12 Vacation

Full-time employees regularly working 37.5/40 hours per week will receive annual paid vacation based on years of service. All employees will be on a calendar year for anniversaries with vacation time beginning January 1, preceding their start date. The vacation schedule is as follows:

General Employees:

Length of Service	Vacation Hours 37.5 Employee	Vacation Hours 40 Employee
Start Date – December 31	97.5 Hours prorated from start date	104 Hours prorated from start date
Jan 1 Following Start Date thru Year 3	97.5	104
Years 4 – 6	120	128
Years 7 – 11	135	144
Years 12 – 19	172.5	184
Years 20+	210	224

Sworn Public Safety Supervisors – Lieutenants & Captains:

Years of Service	Line (24hr) Employees	Day Employees (40 HR Work Week)
First Year	2 days (prorated)	32 hours
2 through 5	8 days	128 hours
6 through 9	11 days	176 hours
10 through 12	13 days	208 hours
13 through 16	14 days	224 hours
17 through 23	16 days	256 hours
24 and over	18 days	288 hours

Regular part-time employees working 20 or more hours per week will earn vacation days according to the schedule above pro-rated in accordance with hours worked. For example, an employee who is regularly scheduled to work 20 hours per week is entitled to receive 20 hours of vacation (.50 x 40 hours). Employees do not earn vacation time during periods of layoff, furlough, time off for disciplinary reasons, or personal leaves of absence. Vacation is accrued and prorated on a monthly basis. Employees must work, including actual work or paid leave, at least one-half of the month to earn leave for that month.

Vacation time may be used in ½ hour or more increments. An equivalent of one work week can be carried over each year by employees. Any additional unused hours will be forfeited.

Any employee who has worked for the Village for at least one full calendar year and gives at least two (2) weeks' notice prior to the voluntary termination of their employment or who dies while actively employed by the Village will be eligible to receive payment for vacation time earned (but not used). Employees who are involuntarily terminated by the Village forfeit vacation benefits.

Only the Village Manager may grant extensions or exceptions to the stated vacation policy. Any exceptions must be requested in writing for the Village Manager's consideration.

Employees hired prior to January 1, 2012, shall receive their vacation accrual on January 1st of each year based upon the number of months worked in the prior year. On the last day of employment, the employee shall receive payment for his/her current balance of accrued vacation plus the vacation earned but not yet received for the last year of employment.

Employees hired after January 1, 2012, shall receive their vacation accruals on January 1st of the year in which it will be accrued, and their vacation will be prorated in the first and last years of employment. In the event an employee on this accrual method ends employment and has used more vacation than earned, the deficit shall be paid back to the Village and shall be deducted from the employee's last paycheck.

#### **4.12.1 Vacation Scheduling Procedures**

Use of vacation time must be approved in advance by the employee's supervisor. All requests must be made using the approved time-off request process. Time-off requests for the use of vacation may be denied if they are improperly submitted, incomplete, untimely, conflict with previously scheduled time off for other department employees, or otherwise negatively impact the efficient operation of the department in the supervisor, Department Head, or Village Manager's discretion.

#### **4.13 Holidays**

*Revised 9/26/2023 – Clarified hours received.*

The Village recognizes the following holidays each year:

New Year's Day	Memorial Day
July 4 <sup>th</sup>	Labor Day
Thanksgiving Day	Day after Thanksgiving
December 24 <sup>th</sup>	December 25 <sup>th</sup>

*Eligible employees are to receive paid time off at their regular pay rate for the holidays listed above. Full-time employees (37.5/40) will receive up to the number of hours typically scheduled (see Appendix C). Part-time employees (20+ hours per week) are compensated at their regular pay rate for paid time off on a pro-rated calculation based on full-time equivalency.*

Full-time employees must actually work or use approved paid leave on both the scheduled work day prior to and following an observed holiday to receive compensation for the observed holiday. If a full-time employee is not normally scheduled to work on the observed holiday, the employee will receive the observed holiday pay at their regular rate for the next scheduled workday. For example, a Public Works field staff employee who works a regular Tuesday – Saturday schedule where Monday is the observed holiday, the employee will receive the number of hours typically scheduled as holiday pay and will not be required to report to work on Tuesday in observation of the holiday. The Village Manager will decide on which day a holiday shall be observed should a discrepancy occur.

*If a part-time employee is not normally scheduled to work on the observed holiday, or who has a varying work schedule, the employee will receive the observed holiday (on a pro-rated basis) on the next scheduled work day. For example, if a part-time employee is regularly scheduled to work Tuesdays, Thursdays, and Fridays, where Monday is the observed holiday, the employee will receive pro-rated hours of holiday pay at their regular pay rate and will not be required to report to work for the number of hours pro-rated on Tuesday in observation of the holiday. The Village Manager will decide on which day a holiday shall be observed should a discrepancy occur.*

Any holiday listed above which falls on a Saturday will be observed the preceding Friday. Any holiday listed above which falls on a Sunday will be observed the following Monday. The Village Manager will decide on which day a holiday shall be observed should a discrepancy occur.

#### **4.14 Sick Leave**

Sick Leave is granted for medical reasons only as an accommodation to employees and not as a fringe benefit.

Sick leave will be granted to any employee who is unable to report to work due to non-work related illness or injury that physically prevents that employee from effectively performing their job for absences necessitated by the injury or illness of an employee's immediate family (Immediate family illness is interpreted to be: employee's father, mother, brother, sister, spouse, children – including in-law & step or ward), or documented and reasonable medical or dental care that cannot be scheduled during non-working hours.

The leave provided in this section applies only to days that the employee is regularly scheduled to work and may not be applied to overtime hours or to days when the employee is on vacation, bereavement leave, military leave, or any other type of paid or unpaid leave of absence.

***Sick leave is NOT a right that employees may use at their discretion, but a privilege to be used only in the event of employee sickness or disability, as defined in this section. Willful misuse of sick leave or the willful making of false reports regarding illness shall subject the employee to disciplinary action and may be considered just cause for suspension, demotion, or discharge.***

##### **4.14.1 Sick Leave Accruals**

All full-time (37.5/40 hours work week) employees (and part-time employees on a prorated basis) shall accrue one day per month of sick leave to a maximum accrual of 150 days. Sworn public safety supervisors working a 24-hour shift rotation shall accrue 18 hours per month. Accrual begins on the first day of the month following an employee's start date.

##### **4.14.2 Sick Leave Usage Procedures**

Employees claiming sick leave must notify their supervisor or Village Manager no later than the beginning of their normal starting time of their need to take and the reason for the use of sick time. In the event the employee has not given such notification, sick leave may be granted if, in the opinion of the supervisor, the circumstances justify the failure to give said notice. Any employee off work on sick leave shall, whenever possible, notify the supervisor of their intent to return to work on the day prior to returning. When notifying the supervisor, the employee must indicate what illness and/or injury prevents them from reporting to work, when they will be able to return to work and where they will be recovering. The Village retains the right to contact the employee at the location indicated at any time during the employee's scheduled workday to verify the validity of sick leave use. Such contact shall be made at the discretion of the Village.

In the event of sick leave extending three (3) or more consecutive workdays, the Village Manager may, at their sole discretion, request the employee to furnish Human Resources with a certificate of illness signed by a licensed physician or nurse practitioner. If the Village has a justifiable reason to suspect that an employee is abusing sick leave, such certification of illness may be required and shall be furnished for sick leave of less duration. Failure to provide a certification of illness as requested by the Village Manager may be grounds for disciplinary action up to and including dismissal.

Use of sick leave will be documented by the employee to their immediate supervisor using the Village of Ashwaubenon approved time-off request procedure as soon as the employee returns to work.

**4.14.3 Sick Leave Vacation Conversion**

*Revised 9/26/2023 – Eliminated sunset of January 1, 2013 for public works, water/sewer utility, park maintenance and village hall non-exempt employees to convert unused sick leave to vacation.*

Sworn public safety supervisors with at least 1,250 hours (24-hour shift) or 1,000 hours (40-hour work week) shall be eligible to convert unused sick leave into vacation based upon usage of sick days in the prior year based on the following tables:

<b>Days of Sick Leave Used as of December 31 of the Previous Year</b>	<b>Days of Vacation Earned for Day (40-hour work week) Employees for the Following Year.</b>
0	5
< 1	4
< 2	3.5
< 3	3
< 4	2.5
< 5	2

<b>Hours of Sick Leave Used as of December 31 of the Previous Year</b>	<b>Hours of Vacation Earned for Line (24-hours) Employees for the Following Year.</b>
0-8.0	3.25
8+ - 32.0	2.75
32+ - 56.0	2.50
56+ - 80.0	2.00
80+ - 104.0	1.75
104+ - 128.0	1.25

Public works, water/sewer utility, and park maintenance employees who have accumulated 820 sick leave hours, and any non-exempt administrative employee (Village Hall & Community Center) who has accumulated 1,000 sick leave hours, shall be eligible to convert unused sick leave into vacation based upon usage of sick days in the prior year based on the following tables:

<b>Days of Sick Leave Used as of December 31 of the Previous Year</b>	<b>Hours of Vacation Earned for (40-hour work week) Employees for the Following Year.</b>
0	40
< 1	32
< 2	32
< 3	24
< 4	24
< 5	16

<b>Days of Sick Leave Used as of December 31 of the Previous Year</b>	<b>Hours of Vacation Earned for (37.5-hour work week) Employees for the Following Year.</b>
0	37.5
< 1	30
< 2	26.25

< 3	22.50
< 4	18.75
< 5	15

**4.14.4 Sick Leave Conversion upon Retirement**

Upon retirement with eligibility under the Wisconsin Retirement System, full-time employees shall receive a payment of a portion of accumulated sick leave based upon years of service from the employee’s date of hire. The retirement payment shall be paid into a qualified escrow account for the purpose of paying for healthcare costs after retirement, according to the following schedule, or a cash equivalent payout.

<b>Years of Continuous Employment with the Village</b>	<b>Percent of Payment of Unused Accumulated Sick Leave for All Village Employees</b>
> 10 Years to < 20 Years of Service	50%
20 or more Years of Service	70%*

\*Exempt, sworn Public Safety supervisors receive 60%  
 Exempt, full-time employees receive 75%  
 GIS Coordinator (Incumbent, as of 10/1/2022) & Confidential Executive Secretary (Incumbent, as of 10/1/2022) receive 75%

A full-time employee, who dies while actively employed by the Village and is otherwise eligible for retirement under the Wisconsin Retirement System, shall have the corresponding retirement payment made to the employee’s estate.

**4.15 Bereavement Leave**

Employees who wish to take time off due to the death of an immediate family member should notify their immediate supervisor or Human Resources immediately.

- In the event of a death in the immediate family, a maximum of five (5) days' absence from work with pay will be allowed. Immediate family includes the employee’s spouse, child/stepchild, parent/stepparent/ward of the employee.
- Employees may receive three (3) days' absence from work with pay for bereavement leave for the death of a sibling, parent/step-parent of the spouse, sister/brother-in-law, son/daughter-in-law, grandparents, or grandchild.
- Employees may receive one (1) day's absence from work with pay for bereavement leave for the death of an aunt, uncle, niece, or nephew or where the employee is a pallbearer.

Full-time employees (regularly scheduled to work 37.4/40 hours per week) will receive paid time off for hours normally scheduled to work during the bereavement leave. Permanent part-time employees working over 20 hours per week will receive prorated paid time off for hours they would have regularly been scheduled to work during the bereavement leave. Seasonal and temporary employees will not receive paid time off for bereavement leave.

With the approval of the Village Manager, funeral leave may be extended in special circumstances with sick days or other available paid leave. Proof of the death may be requested by the Village Manager or supervisor.

#### **4.16 Jury Duty & Witness Duty**

An employee called for jury duty or subpoenaed as a witness, other than for an action in which they are a party, will be paid their regular wages for the period they are absent from work, less any payments received by the employee as compensation for such service.

Employees must show the jury duty summons to their supervisor as soon as possible so the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits. Where court rules permit jurors to call in the night before to find out whether they have to come into the courthouse the next day, employees will have to provide written confirmation from the court that they actually were called in on the day in question in order to be eligible for jury duty pay under this policy.

#### **4.17 Military Leave**

Employees who are called to active duty with one of the armed forces will receive the rights and privileges authorized by Federal military and veterans' laws with respect to leave, status, and reemployment.

#### **4.18 Paid/Unpaid Leave of Absence**

Leaves of absence with or without pay may be granted for a variety of reasons. Leaves of absence will, in all events, be granted as required by federal and state law, such as when under FMLA. Any other paid/unpaid leaves are to be considered a privilege provided by the Village and not a right of the employee.

The Village Manager has the authority to approve leaves. Requests for leave must be submitted as far in advance of the contemplated leave as possible. All available vacation and sick leave must be utilized prior to an unpaid leave being requested and must be utilized in those situations where federal or state law permits exhaustion of available paid time off to be required before an unpaid leave has to be authorized (e.g., employee illness). Approval will not ordinarily be granted for an unpaid leave in excess of 60 days except in the case of a documented disability or serious illness, military leave, or the care of an immediate family member.

Employees granted an unpaid leave of absence will be responsible for the payment of benefit premiums (both the employee contribution and the Village contribution) and will not accrue vacation time or sick time.

#### **4.19 Time Off to Vote**

The Village of Ashwaubenon encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedules and should make every reasonable effort to do so. However, employees may be eligible to take time off from work that may be necessary to appear at the employee's polling place, cast a ballot, and return to the workplace. Vacation time or unpaid leave must be used.

Employees are encouraged to request time off to vote from their supervisors at least two (2) working days prior to Election Day, so proper staffing levels can be maintained and so voting time can be scheduled at a time least disruptive to the normal work schedule.



#### **4.20 Flowers and Memorials**

The Village has a practice of providing flowers, memorials, or donations for specified occasions. This practice is generally limited to a total cost of less than \$75. An occurrence in which this practice is allowed includes, but is not limited to:

- Hospitalization of employees, elected officials, volunteers, or immediate family members of employees, elected officials, or volunteers.
- Birth of a child to an employee, elected official, or volunteer.
- Death of a current or retired employee, elected official, or volunteer or the death of an immediate family member of any current employee, elected official, or volunteer.

## **5.0 Working Conditions/Hours of Work**

### **5.01 Safety**

Safety on the job is a vital responsibility of all employees. Always be alert to unsafe conditions, faulty equipment, or other on-the-job hazards. Employees must use safety equipment when required. Employees are responsible for reporting unsafe conditions or accidents to their immediate supervisor, Department Head, or Village Manager, complying with all applicable laws and safety codes, and maintaining concern for the safety of their co-workers and the general public. Failure to use proper safety equipment or follow safety instructions may result in disciplinary action up to and including termination.

Each employee is expected to take notice and be alert of their surroundings, obey safety rules, and exercise caution in all work activities. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their immediate supervisor or the Village Manager. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

#### **5.01.1 Accident Reporting and Investigation**

This policy shall apply to all personal injury and vehicular accidents occurring within the employee's scope of employment. Employees must report any and all accidents to their immediate supervisor or designee. Employees must fill out and complete all necessary accident and injury report forms in a timely and expedient manner, normally that same day. Employees shall notify the Village of any and all doctor notices and communications and shall turn in to the village all such forms so as to apprise the Village of any and all changes in medical conditions.

#### **5.01.2 Proper Use of Equipment**

All equipment will be used in the manner for which it is intended to be used. No employee may make any permanent or temporary modification to any piece of equipment unless specifically authorized to do so by a supervisor and only after a determination has been made that the modification will not affect the safe use of the equipment. Under no circumstance may any employee remove or modify any guard or other safety device on a piece of equipment at any time.

#### **5.01.3 Unsafe Equipment Notification Procedure**

Any employee who believes a vehicle or other piece of equipment is damaged or otherwise may be unsafe in any way MUST take the following steps:

- 1) Identify the equipment as damaged or unsafe for others, so it is not used. For example, this may involve one or more of the following; tagging the equipment, notifying others at the job site the equipment is damaged/unsafe, or removing and securing keys.
- 2) Immediately report the damaged or unsafe equipment to your supervisor or Department Head. Non-management employees may not arrange for repairs to equipment without a supervisor's approval, except in emergency situations where all attempts to contact a supervisor and the applicable Department Head have failed, and the immediate use of the equipment is of vital importance.

## **5.02 Village Property, Vehicles, and Equipment Care**

Employees may be required to use Village of Ashwaubenon equipment or vehicles as part of performing their job duties. No employee (including paid-on-call or Volunteers) may operate a municipal vehicle or other motorized equipment unless they have been assigned and or permitted to do so and are properly licensed and trained to operate the vehicle or equipment.

Municipal equipment and vehicles are expensive and difficult to replace. The unsafe operation of municipal equipment may result in an accident or injury. Thus, when using property or equipment or while driving for work purposes, employees are expected to exercise reasonable care and follow all operating instructions, safety standards, and guidelines. Employees must adequately maintain the cleanliness of Village vehicles and equipment.

Employees are expected to obey all traffic laws and all safety rules concerning the safe operation of motor vehicles while driving Village of Ashwaubenon vehicles or driving their own vehicles for work purposes. In particular, employees are expected to follow the restrictions on the use of cell phones described in Section 5.16, including the prohibitions on reading or sending e-mails, text messages, instant messages, or accessing the Internet from their cell phones or other wireless devices while operating a motor vehicle at any time the vehicle is in motion, part of traffic (e.g., while sitting at a stop sign or stop light), or is anything other than parked.

Employees are required to notify Village of Ashwaubenon of any moving violations they receive (whether received during working or nonworking hours) while operating a Village vehicle. Village of Ashwaubenon will not pay the costs of any parking tickets or traffic violations employees may incur, regardless of whether they occur while work is being performed.

Any employee who operates a municipal vehicle or other equipment which requires the operator to possess a driver's license must ensure they provide the Village Clerk with a copy of their current valid driver's license for insurance reasons. Employees driving their own vehicles for work purposes must adequately insure the vehicle and provide the Village of Ashwaubenon with proof of insurance upon request. In the event of an accident that results in damage of any kind, the employee involved in the accident may be required to obtain a police report or police report incident number before leaving the scene of the accident and must immediately report the accident to their immediate supervisor.

Village of Ashwaubenon vehicles and other motorized equipment will be used for Village business only. No employee may permit a non-employee or unauthorized employee to operate, board, or be transported on or in any municipal vehicles or other motorized equipment unless specifically authorized by the employee's Department Head or Village Manager. No employee may take any municipal vehicle home unless they have been specifically permitted to do so by the employee's Department Head.

Tools and equipment shall be picked up at the end of the workday and returned to their proper location. No Village tools shall be removed from the premises except in the normal course of work duties.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, or the failure to report damage, defects, or the need for repairs, can result in disciplinary action, up to and including termination of employment.

### **5.02.1 Sale of Village Property**

Upon direction and approval of the Department Head for the sale of property, all reasonable attempts shall be made to sell Village property at auction or another public sale. Upon sale of any piece of capital equipment, vehicle, or other fixed asset shall be reported to the Finance Department.

### **5.02.2 Mechanic Tool Reimbursement**

Village Mechanics shall be reimbursed up to \$500 annually for the purchase of personal hand tools to be used during the workday. These tools shall be appropriately marked for their ownership and remain the property and under the control of the Mechanics at all times. The Village shall supply any other required tools and equipment.

## **5.03 Personal Property**

Any employee bringing personal property onto a Village work premise—whether in a parking area, at a job or client site, or in a Village building or workspace—is solely responsible for such property. Therefore, the Village of Ashwaubenon cannot be responsible for any damage to, theft, or loss of personal property and does not have insurance to cover any such loss, damage, or theft. As a result, employees who are concerned about the safety of their personal items should leave them at home and not bring them to work.

### **5.03.1 Conceal Carry Prohibition**

No employee may carry any weapon or firearm during the course of performing duties with the Village or store any weapon or firearm in Village-owned vehicles or equipment. “Weapon” shall be defined as in Wis. Stats. §175.60(j), and “firearm” shall be as defined in Wis. Stats. §167.31(1)(c).

This section shall not apply to employees employed as sworn police officers. This section shall not apply to employees that are licensed pursuant to Wis. Stats. §175.60 or are considered an out-of-state licensee thereunder from carrying or storing a weapon or firearm in the employee’s personal vehicle regardless of whether the employee’s personal vehicle is used in the course of his/her employment with the Village or whether the employee’s personal vehicle is driven or parked on property used by the Village.

## **5.04 Workplace Searches**

The Village reserves the right to question employees and all other persons who enter and leave Village facilities and properties, and to inspect packages, parcels, carrying cases, possessions, clothing, lunch buckets, coolers, and other articles carried to and from Village properties when a reasonable suspicion of impropriety exists. Offices, desks, files, computers, lockers, and other Village-issued equipment are property of the Village and may be subject to inspection.

## **5.05 Village Cellular Phones & Portable Tablet Devices**

The Village of Ashwaubenon recognizes the performance of certain job responsibilities may be enhanced by or may require the use of a cellular phone, smartphone, or other electronic devices. Village-owned electronic devices are issued to improve job productivity, enhance safety, and allow for communication in the case of an emergency. **Such equipment is to be used to conduct Village business with no expectation of privacy or confidentiality.** While Village-issued cellular phone usage is intended for job-related activities, occasional personal use may be permitted within reasonable limits. However, where possible, such use should be confined to nonworking times such as lunch or before/after work and should not interfere with an employee’s performance of their job. All use, as evidenced by activity logs, data access and storage, and the like on a Village-owned device, is subject to review and may be available to the public as a result of open records laws, at any time, without or with the knowledge or consent of the employee. All employees who use Village-issued devices, as well as those who receive a stipend for cell phone use, are expected to abide by all related Village policies for electronic devices, including the Village’s Cell Phone Usage Acknowledgement. The Village reserves the right to change cellular and data plans at any time. The current provision of a cell phone to employees for municipal business does not guarantee the future provision of a cell phone or free access to the Village’s cell plan to any employee.

### **5.05.1 Personal Cellular Phone/Portable Tablet Use Eligibility and Approval**

The Village only provides cell phones or other devices for the use of individual employees in limited situations where the employee's job duties require the use of the same. Employees who otherwise use their personal cell phone for job-related purposes may receive, at the discretion of the Village Manager, a monthly stipend to offset the cost of such cell phone usage. An employee who only occasionally is contacted for business purposes on a personal device is not eligible for a stipend; however, they may submit a record of these expenses for reimbursement.

Employee eligibility is to be determined by the Village Manager at their discretion. The need for a stipend may be reviewed annually to determine if the plan should be continued or changed. Any employee approved for a stipend plan must complete a Communication Device Usage Agreement before stipends are paid.

### **5.05.2 Stipend Plan**

Once approved for a stipend, the stipend amount will be added to an employee's regular pay. Any amount added for a cell phone or device equipment or service will be identified as a non-taxable benefit. The stipend will be paid at a flat rate per month based on the selected plan outlined below. The stipend is neither permanent nor guaranteed. The Village reserves the right to remove a participant from the plan and or eliminate the use of a Village-owned device for any reason. Stipends are funded by the department submitting the request.

The amount of the stipend available to an eligible employee will be determined in the Village's sole discretion based upon the anticipated needs of the employee in performing their job duties and tasks as follows:

- Voice/text only plan - \$20 per month
- Voice/text and data plan (smartphone) - \$50 per month
- Village-owned device - \$0 per month

The Village will not pay for the purchase of personal cell phones or devices, activation fees, or insurance.

### **5.05.3 Equipment Purchase & Village-Owned Equipment**

In the event a personal cell phone is lost, damaged, or destroyed while on official Village business, the Village will replace the device at Village expense, provided the loss, damage, or destruction is not the result of negligence by the employee. Expenses may be limited to the amount of the deductible where the device is insured or the full cost of the device if not insured.

A written report on the loss, damage, or destruction of the device must be filed in writing with the Department Head or Village Manager as soon as possible. The Village Manager will determine in their sole discretion based upon the information provided within the report if the loss, damage, or destruction occurred while on official business or the result of negligence.

If it is determined the loss, damage or destruction is the result of employee negligence; the employee may be responsible for the cost of replacement.

#### **5.05.4 Employee Rights and Responsibilities**

The employee is responsible for purchasing a personal cell phone or device and establishing a service contract with the cell phone service provider of his/her choice. The contract is in the name of the employee, who is solely responsible for all payments to the service provider. If an employee has an issue with their selected service, they are expected to work directly with the carrier for resolution.

Technical support from the Village will be limited to connecting a personally-owned device to Village-provided services, including e-mail, calendar, and contacts.

An employee receiving a cell phone stipend must be able to show, if requested by a supervisor, a copy of the monthly access plan charges confirming they continue to have a contract for the device. If the employee terminates the contract at any point, they/them must notify the Village within five (5) business days to terminate the stipend.

The Village does not accept any liability for claims, charges, or disputes between the service provider and the employee. Use of the device in any manner contrary to local, state, or federal law will constitute misuse and may result in immediate termination of a stipend and further disciplinary actions.

Any device that has data capabilities must be secured based on current security standards, including password protection and encryption. If a device is stolen or lost data capabilities, it must be reported to the Village and carrier as soon as possible.

#### **5.06 Electronic Devices and Driving**

Employees should limit, as much as possible, the use of cell phones while driving for work purposes. Inattention and distractions are the leading causes of accidents on our roadways, and cell phone usage can be very distracting. Therefore, employees are expected to come to a slow, safe stop on the side of the road before placing or accepting a phone call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to use a hands-free option.

Additionally, employees are prohibited from reading or sending e-mails, text messages, instant messages, or accessing the Internet from their cell phones or other wireless devices while operating a motor vehicle or equipment at any time the vehicle or equipment is in motion, part of traffic (e.g., while sitting at a stop sign or stop light), or is anything other than parked. Similarly, for safety and legal reasons, employees should generally not be listening to iPods or similar MP3 devices while driving for work purposes unless these devices are part of the automobile system and do not require headphones.

#### **5.07 Smoking, Vaping & Tobacco Use**

In order to provide a safe and healthy work environment for our employees and citizens and in compliance with Wisconsin law, smoking, vaping, and the use of any tobacco product, including smokeless tobacco, is prohibited inside of all Village buildings and only in designated outdoor areas on Village properties & at least 20' from any entryway of all Village buildings. All sworn public safety officers are prohibited from using any tobacco, vaping, or smoking products on duty.

Employees who smoke, vape, or use tobacco products will not be permitted any greater number of breaks than those who do not. As a result, such employees should only smoke or use tobacco products before or after work or during designated breaks or meal periods. In doing so, employees must confine their use to designated tobacco-use areas, which, in turn, must be kept clean, presentable, and well-maintained. Outdoor smoking or tobacco use areas will not be designated at or near any primary public entrance to any facility. Additionally, no employee may smoke, vape, or use any tobacco product while inside any Village-owned vehicle or other pieces of equipment.

## 5.08 Personal Appearance & Dress Code

Village employees present the first impression of the Village of Ashwaubenon to members of the public and, therefore, must present a professional image at all times. Professional attire compliments an environment that reflects an efficient, orderly, and professionally operated organization. The purpose of this policy is to provide guidelines for employees and management as to what does and does not constitute appropriate professional attire. This policy is not an all-inclusive list of what is and is not acceptable, and employees must use sound judgment in their choice of clothing worn to work.

This policy is intended to apply when employees are working or otherwise representing the Village.

### 5.08.1 Dress Code

*Revised 9/26/2023 – Clarified Boot Allowances*

Appropriate attire depends upon the degree of public contact, the nature of work, and safety issues. While the decision on what is appropriate attire is the responsibility of each employee, **management reserves the right to determine the appropriateness of attire.**

(1) Administrative/Office Employees – A business casual dress code is appropriate for administrative/office employees.

(1) Appropriate dress:

1. Clothing that projects a professional image. All clothing shall be clean and without tears, patches, rips, or holes.
2. Slacks, dress pants, or pants similar in style to Dockers or other makers of cotton, synthetic, wool, or flannel pants. Jeans in good condition (i.e., not ripped or tattered) are allowable.
3. Dresses/culottes/skorts/skirts no shorter than two inches above the top of the knee. Material shall be made of similar material to slacks or dress pants, such as cotton, synthetic, wool, or flannel.
4. Casual dress shirts, dress shirts, sweaters, vests, sleeveless sweaters and shirts, golf-type shirts, and turtlenecks.

(2) Laborers & Field Staff - Laborers and staff working in the field are required to wear approved clothing/uniforms as established by the Village. The Village will provide necessary protective gear, work gloves, eye and hearing protection, and reflective clothing. Employees are responsible for keeping the uniform washed, clean, and in good repair. Uniforms issued by the Village must be worn only during work hours or for conducting official Village business outside working hours.

All clothing and safety equipment must be worn as necessary for the type of work being conducted. Failure to wear protective gear and safety clothing may result in discipline up to and including termination of employment. All employees who perform physical manual labor will also be required to wear protective gear and safety clothing and remove any loose or dangling jewelry that may present a safety hazard.

The Village will reimburse full-time Public Works, Water/Sewer Utility, Park/Forestry and Building Inspection staff who are required to work in the field up to \$200 each year for safety-toed work boots or shoes. Shoes or boots purchased must meet or exceed ASTM F 2413-05, or ANSI Z-41 approved class 75 rating.

Village Mechanics will be provided an issued uniform/coveralls and laundering services from the Village.

- (3) Public Safety and Public Safety Records – All public safety (sworn and non-sworn) employees, unless expressly exempted otherwise, are required to wear approved uniforms as determined by the Chief of Public Safety. Employees are responsible for keeping the uniform neat, clean, and in good repair. Uniforms shall be worn only during work hours or for conducting official Village business outside of normal working hours.

Allowances for uniforms will be determined by Ashwaubenon Public Safety Association (APSA) contract for sworn union employees. Sworn, non-union public safety supervisors shall be allotted an amount equal to the stated in the APSOA contract. Public Safety Records employees will be reimbursed up to \$100.00 annually for shirts, polos, vests, sweaters, or other approved tops complying with the uniform policy.

- (4) Unacceptable Attire – The following is not acceptable attire for any Village employee:
  - (1) Clothing that is tight, sheer, or otherwise reveals the midriff, buttocks, or cleavage.
  - (2) Clothing that contains offensive words, cartoons, or images.
  - (3) Clothing that contains political statements, slogans, or campaign-related information.
  - (4) Sweatpants, exercise/pants, warm-up suits, etc.
  - (5) Shorts (allowed only for laborers and staff working in the field).
  - (6) Tight skirts, mini-skirts, strapless dresses, spaghetti strap shirts/dresses, midriff tops, halter tops, and tube tops.
  - (7) Shower footwear, beach flip-flops, or slippers.
  - (8) Employees with visible body piercings other than the ear or nose (stud only for nose) will be required to remove the jewelry while at work.
  - (9) Any tattoos that are or may be interpreted as offensive are to be covered by clothing or a bandage.
  - (10) Hats (allowed only for laborers and staff working in the field).
  - (11) If an employee may influence the determination of a contract with a vendor, the employee shall not wear any type of clothing, footwear, headgear, etc., that contains the name of a company or corporation that the Village contracts with or uses as a vendor.

Employees are responsible for complying with the above expectations and guidelines. Employees should contact their supervisor or the Village Manager if they have a question as to whether or not a certain item is considered acceptable attire. Exceptions to this policy may be made on a case-by-case basis for religious reasons, medical conditions, and other applicable circumstances. Requests of this nature must be submitted for review by the Village Manager.

## **5.09 Residency Requirements**

Residency requirements for a position are detailed within the position's job description or collective bargaining agreement when applicable. When residency requirements apply, all regular full-time and part-time personnel shall reside within 15 miles of the Village's boundaries upon completion of the probationary period. Exceptions to these requirements shall be approved by the Village Board. Extensions may be granted by the Village Manager where reasonable efforts to relocate are made by the employee. In no case shall an extension exceed three years from the date of hire.



## **5.10 Work Schedules, Hours of Operation & Meal Breaks**

Specific work schedules for employees may vary. The work schedule for Village employees will be determined by each Department Head, with the approval of the Village Manager. All employees are generally expected to be at work on time and ready to work during their scheduled hours. This is true regardless of whether the employee is exempt or nonexempt, salaried or hourly. The Village has determined that its scheduled hours are those most critical to properly serving the public, which is why it is important for Village employees to be present during these hours. Staffing needs, operational demands, weather conditions, and individual workloads may necessitate variations in starting and ending times, as well as variations in the total hours that may need to be worked each day and week.

Nonexempt employees may flex their time with the prior approval of their Department Head. Flextime must be used within the same work week as it is earned.

Failure to consistently be at work during scheduled work hours or not adequately managing and completing necessary workloads from week-to-week, can lead to discipline, up to and including termination of employment.

### **5.10.1 General Business & Hours of Operation**

*Revised 9/26/2023 – Eliminated summer operating hours and eliminated different hours for administrative offices at Community Center, effective 1/1/2024.*

Administrative Offices (Village Hall & Community Center):

Regular operating hours for administrative offices are 7:30 a.m. to 4:30 p.m. Monday through Thursday and 7:30 a.m. to 11:00 a.m. on Fridays.

Public Works, Parks & Forestry, and Utility Laborers/Field Staff:

Regular operating hours for field staff are *generally* 6:30 a.m. to 3:00 p.m. Monday through Thursday and 6:30 a.m. to 12:30 p.m. on Fridays.

### **5.10.2 Meal Breaks**

*Drafted 9/26/2023 – Eliminated summer operating hours*

Generally, full-time administrative employees who work more than a 6-hour shift will be afforded a 30-minute unpaid meal break inclusive of any travel time to and from the employee's workspace or site when Village offices are open during regular operating hours.

Generally, full-time Public Works, Water/Sewer Utility, and Park/Forestry Maintenance employees (40 hours/week) who work more than a 6-hour shift will be afforded a 30-minute paid meal break.

Public Safety is a 24/7 operation, and the work week varies by assignment.

## **5.11 Inclement Weather & Other Emergency Closures**

The Village President or Village Manager can authorize the closure of the administrative offices due to inclement weather or other emergency situations. As a general practice, the Village makes every effort to maintain its regular schedule of operations. The President or Manager will close all or parts of operations only in cases of extreme emergency caused by impassible roads, restricted visibility, violent weather, energy loss, or other conditions seriously endangering the health and safety of employees and/or the general public.

When the President or Manager determines that it is necessary to close or delay the opening of various operations, the announcement will be communicated to department heads via email and by phone, who are, in turn, responsible for notifying their employees. The Manager and/or his/her designee will post any closure announcements on the front door of the Village Hall, if possible, and on the Village's website and digital media platforms.

### **5.11.1 Essential Personnel**

For the purposes of this policy, essential personnel includes all employees of Public Safety, Public Works/Utilities, and Parks Maintenance. The Village Manager is authorized to designate additional employees as essential based on the circumstances of the emergency situation and the operational needs of the organization.

### **5.11.2 Compensation**

- (1) In the event of a closure during normal business hours that warrants non-essential personnel to not report to work (either physically or remotely) as determined by the Village Manager, they shall receive their regular rate of pay for the hours they would normally be scheduled to work on that given day. This will be documented as Paid Administrative Leave.
- (2) Essential personnel who are required to report to work during the situation as described in 5.11.2 (1) of this section will be paid for the hours the employee worked at their appropriate rate of pay AND will accrue compensatory time equal to 1.0 times the hours worked during regular business hours. This emergency closure compensatory time shall not be eligible for a cash payout at any time and must be used within twelve (12) months of the date it was earned.

EXAMPLE: At 4:00 am on a Wednesday, the Manager, with the consent of the President, closes Village Hall for the day. All non-essential staff will be directed not to report to work but will receive their regular rate of pay for the hours the employee was scheduled to work for the day. Any essential staff that is directed to work will be paid their appropriate rate of pay for the hours worked. For the purposes of this example: If the employee worked eight hours, they would also earn 8 hours of compensatory time.

- (3) If an employee is not able to report to work due to hazardous conditions when the Village Hall/Administrative Offices are open for business, the employee will not be compensated; however, they may use accrued compensatory or vacation time.

### **5.11.3 Employees Who Desire to Leave Early**

Employees who desire to leave early when operations have not been shut down may do so with the approval of the department head. Employees will only be paid for the time actually worked, but they may use vacation time or compensatory time to minimize or avoid loss of wages as a result of the absence.

#### **5.11.4 Temporary Telecommuting**

In the event of inclement weather or other emergency situation, the Village Manager may allow or require employees to temporarily work from home to ensure operational continuity.

*Procedures:*

In the event of inclement weather or other emergency situation, the Village Manager may require certain employees to work remotely. These employees will be advised of such requirements by the department manager. Preparations should be made by employees and managers well in advance to allow remote work in emergency circumstances. This includes appropriate equipment needs, such as hardware, software, phone, and data lines. The IT Manager is available to review these equipment needs with employees and to provide support to employees in advance of emergency telework situations.

For voluntary telework arrangements, either the employee or department manager can initiate a temporary telecommuting agreement during emergency circumstances. The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement, including equipment needs, workspace design considerations, and scheduling issues.

A telecommuting agreement will be prepared by human resources and signed by the employee and their department manager.

The employee will establish an appropriate work environment within their home for work purposes. The Village will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture, or lighting, nor for repairs or modifications to the home office space.

The Village will determine the equipment needs of each employee on a case-by-case basis. Equipment supplied by the organization is to be used for business purposes only.

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office.

Employees should not assume any specified period of time for emergency telework arrangements, and the Village may require employees to return to regular, in-office work at any time.

#### **5.12 Flexible Scheduling for Full-Time 'Exempt' Employees**

Full-time, exempt employees who are expected to work a minimum of 37.5/40 hours per week are provided flexible scheduling to recognize the time commitment of these employees, oftentimes beyond core regular business hours. These employees are responsible for monitoring their time spent on official business during and after regular business hours and are not required to complete time sheets.

### **5.13 Absences & Tardiness**

The Village places high value on prompt and regular attendance. Employees are expected to be at work and ready to work at the beginning of their assigned work hours.

In the event an employee finds it necessary to be absent from work due to illness, injury, or other emergencies, they/them must contact their immediate supervisor directly by telephone as soon as possible prior to the start of their scheduled work time, unless the employee is unable to give such notice because of the illness, etc. If the immediate supervisor cannot be reached, a voicemail message will be acceptable. Three or more unreported absences, consistent lateness, and/or leaving early will result in disciplinary action and possible termination.

An employee off work due to illness or injury for an extended period must keep their Supervisor informed weekly of their progress so that the Supervisor can plan work schedules. If an employee has been under a doctor's care for an injury, they/them must obtain a doctor's release before they are allowed to return to work. The release must indicate the date upon which the employee may return to work and any work restrictions with the length of time for restriction.

### **5.14 Business Travel Expenses**

The Village of Ashwaubenon will reimburse employees for actual and reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Department Head.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the Village of Ashwaubenon. Employees are expected to limit expenses to reasonable amounts. *Travel time will not be considered a reimbursable expense or considered hours worked unless the travel time occurs during hours the employee is typically scheduled to work.*

Expenses that generally will be reimbursed include the following:

- Airfare or train fare for travel in coach or economy class or the lowest available fare.
- Car rental fees – only for compact or mid-sized cars.
- Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- Taxi or other ride-share fares.
- Mileage costs for the use of personal cars (at the IRS rate), only when less expensive transportation is not available.
- Cost of standard accommodations in low to mid-priced hotels, motels, or similar lodgings.
- Charges for telephone calls, fax, and similar services that are required for business purposes.

When travel is completed, employees should submit completed travel expense reports within 30 days. Reports must be accompanied by receipts for all individual expenses for reimbursement.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

### **5.14.1 Lodging**

Hotel or motel reservations are expected to be made well in advance to ensure that lodging is secured at moderate rates. Employees are expected to stay at mid-priced and economy hotels and motels unless a conference or seminar discount is available at the higher-priced facilities. Receipts for lodging are required. Personal telephone calls, internet access, movie rentals, and other similar charges will not be reimbursed. Municipal employees are exempt from paying sales tax in Wisconsin on lodging and should avoid such by furnishing retailers with written documentation stating they are traveling on government business. It is the employee's responsibility to present the tax- exempt certificate when required.

Reimbursement of lodging shall be limited to the minimum number of nights required to conduct the assigned municipal business. If a conference, for example, opens on Sunday evening and closes Thursday at noon, reimbursement for Sunday through Wednesday night would be allowed. If the traveler chooses to arrive earlier or stay later, the additional lodging and other expenses related to this decision are personal expenses and will not be reimbursed.

If a spouse and/or other family member travel on an official trip, reimbursement shall be limited to the single rate for the room occupied. In the absence of accounting on the travel expense report, the municipality will determine the single room rate and deduct the difference between the rates on the bill for lodging submitted as a receipt.

### **5.14.2 Transportation**

An employee will be reimbursed mileage to and from the event based upon the distance from the employee's normal work location to the event location or the employee's home to the event location, whichever is closer. Coach airfare will be reimbursed if the cost of airfare is less than the mileage expenses as calculated pursuant to Section 5.14 Mileage Reimbursement.

- 1) Employees are encouraged to use Village credit cards to pre-pay expenses to the extent possible. Travel advances for general expenses are generally not permitted except in unusual circumstances and with prior approval from the Village Manager. All travel expenses shall be submitted within 30 days of the event.
- 2) Lodging within 50 miles of the employee's primary work location will not be eligible for reimbursement. Expenses associated with valet services or tips are not eligible for reimbursement, except tips for meals up to 20% of the meal expense.

### **5.14.3 Meal Expenses**

For employee travel requiring an overnight stay, employees will be reimbursed for their actual expenses to cover miscellaneous expenses, including meals and tips. Employees will not be reimbursed for meal expenses that exceed the daily allowance established by the [U.S. General Services Administration](#)<sup>9</sup>.

Receipts will be required to support the expenditure of this money. Itemized receipts and the conference brochure are required for reimbursement. If their expenses exceed the authorized amount, they must be approved by the immediate supervisor. Where meals are included for a meeting or conference, the employee shall not be reimbursed when the employee has elected to eat elsewhere in lieu of the provided meals. Breakfast expenses will be included when the employee is required to leave the Village prior to 6:00 a.m., and dinner shall be included where the employee's return to the Village is after 6:00 p.m.

Professional luncheon meetings and meals scheduled as part of a business conference or convention will be reimbursed at the actual cost if one price is charged to all participants. Requests for reimbursement of business meals may be made to the Village Manager but must include a written description of the attendees and the topic of discussion, which demonstrates a clear business reason for the expense. Alcohol will not be reimbursed. Tips will be reimbursed up to 20% of the meal expense and shall be depicted on the receipt.

## **5.15 Mileage Reimbursement**

It is preferred that a municipal vehicle, if available, be used for travel when distances, time requirements, or other justification warrants it. Prior approval must be obtained from the Department Head. Gasoline, repairs, and other expenses attributable to the municipal vehicles are reimbursable, and paid receipts must be submitted. Tolls, parking, and garage charges are also reimbursable, but care should be exercised to select a parking facility that charges economical rates. Receipts must be submitted for reimbursement.

The use of municipal vehicles is encouraged for business travel. Private vehicles may be used for travel on municipal business when municipal vehicles are not available. Authorization by the employee's Department Head must be obtained.

Reimbursement shall be limited to the mileage reimbursement as permitted by the Internal Revenue Code as of January 1st of the year, plus tolls, parking, and garage charges.

### **5.15.01 Automobile Allowance**

The Village may, at the sole discretion of the Village Manager, offer a monthly automobile allowance in lieu of receiving a mileage reimbursement.

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<sup>9</sup> <https://www.gsa.gov/travel/plan-book/per-diem-rates>

## **5.16 Phones, Computers, Mobile Devices, Internet & E-Mail Usage**

Phones, Computers, Mobile Devices, e-mail, and Internet access may be provided by the Village of Ashwaubenon to assist employees in completing their work, improving their efficiency, and obtaining work-related data and technology. The following rules have been established to help ensure responsible and productive usage.

Computers (including the e-mail system, Internet access, computer files, and software furnished to employees) are the property of the Village of Ashwaubenon and are intended for business use only. As a result, employees have no right to privacy for any uses to which they may put the computers (including the e-mail system, Internet access, computer files, and software furnished to employees) we have provided them. Similarly, the Village of Ashwaubenon reserves the right to monitor any and all use to which our equipment, networks, or resources may be put, regardless of whether the use is personal in nature or occurs during non-working time. Employees should not use a password, access a file, or retrieve any stored communication unless authorized to do so.

While computer usage (including e-mail and Internet access) is intended for job-related activities, incidental and occasional brief personal use may be permitted within reasonable limits. However, where possible, such use should be confined to nonworking times such as lunch or before or after work and should not interfere with an employee's performance of their job. Similarly, employees making personal use of computers should not download large files, access streaming video providers, or visit social networking sites or chat rooms. Employees who are found to have abused these privileges are subject to suspension of Internet/e-mail privileges and/or discipline, up to and including termination.

Employees must comply with any and all potentially applicable laws (e.g., industry regulations, harassment laws, copyright restrictions, contractual obligations or restrictions, etc.) each and every time they use Village of Ashwaubenon's computer networks, systems, or equipment for any purpose, as well as during any times they may be using their own personal computer networks, systems, or equipment in ways that may directly or indirectly be associated with Village of Ashwaubenon.

The Village of Ashwaubenon prohibits the use of computers, the Internet, and the e-mail system in ways that are disruptive, offensive to others, discriminatory, obscene, threatening, harassing, intimidating, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons are not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, gender-specific comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

Village of Ashwaubenon's e-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

The Village of Ashwaubenon purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Village of Ashwaubenon does not have the right to reproduce such software for use on more than one computer. Employees may only use the software on local area networks or on multiple machines according to the software license agreement. The Village of Ashwaubenon prohibits the illegal duplication of software and its related documentation.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet or transmitted through the e-mail system.

Employees must respect the finite capacity of the Village's IT resources and limit their use so as not to consume an unreasonable amount of those resources or to interfere unreasonably with the activity of other users. Information Technology Services may set limits on an individual's use of IT resources or require an individual

user to refrain from specific uses in order to ensure these resources can be used by anyone who needs them. Reasonableness of use will be assessed in the context of all relevant circumstances, but any use that degrades the performance of the Village network or interferes with the ability of others to use IT resources or with the Village's business activities will be considered unacceptable.

Employees should take all anti-virus precautions available to them and prescribed by the Village of Ashwaubenon. Employees should not attempt to bypass or disable any anti-virus precautions installed on the Village of Ashwaubenon computers.

The following behaviors are examples of previously stated or additional actions and activities that are prohibited:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using Village computers for personal gain
- Using or disclosing someone else's code or password without authorization
- Sending or posting confidential information, and non-public data to third parties
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Viewing or exchanging pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation or obstructing a security investigation
- Sending or posting chain letters or advertisements not related to business purposes or activities
- Using the computer for gambling of any sort
- Accessing chat rooms, social networking sites, and other such interactive or unacceptable websites.
- Jeopardizing the security of the Village's electronic communications systems
- Sending or posting messages that disparage other organizations
- Passing off personal views as representing those of the organization
- Sending anonymous e-mail messages
- Using the computer for purposes of seeking other employment or preparing or posting a resume
- Loading personal software without permission
- Engaging in any other illegal activities
- Engaging in any other computer-related activity determined by the Village of Ashwaubenon to be inappropriate or unacceptable.

The equipment and technology provided to Village of Ashwaubenon employees remain at all times the property of Village of Ashwaubenon. To ensure compliance with this policy, the Village of Ashwaubenon reserves the right to monitor Internet traffic and retrieve and read any data composed, sent, or received through our computers and stored in our computer systems. All data composed, transmitted, or received via our computer system is considered to be part of the official records of the Village of Ashwaubenon and, as such, is subject to disclosure to law enforcement or other third parties.

The Village takes various measures to protect its information resources and users' accounts. However, employees should be aware the Village cannot guarantee privacy, and it is the responsibility of individual users to engage in prudent practices by establishing appropriate access restrictions for their accounts and safeguarding their passwords.

#### **5.16.1 Copy Machines and Scanners**

Copy machines are generally available for business purposes only. Employees may make an occasional copy for personal use outside of their normal workday.



## **5.17 Social Networking Websites & Online Communications**

Social networking sites, online journals, blogs, and the like present unique opportunities for employees to communicate with friends, family, colleagues, and the general public. However, these websites may pose a significant risk of distracting employees, reducing productivity, and wasting Village of Ashwaubenon resources. Accordingly, the Village of Ashwaubenon reserves the right to block all access to any such site during working hours or via any Village of Ashwaubenon-owned equipment.

### **5.17.1 Online Code of Conduct**

To the extent employees access these sites during non-work time, employees should keep in mind the information on such sites is posted in a global forum and, therefore, there is no guarantee of privacy or ability to restrict receipt of the posted information. Accordingly, employees should exercise the same judgment and discretion in posting to social networking sites as they would when engaging in any conduct in a non-private setting. Employees must also understand they are solely responsible for what they post or endorse online.

The following conduct relative to online communications are examples of previously stated or additional conduct and activities which are prohibited and can result in disciplinary action up to and including termination of employment:

- Sending or posting discriminatory, defamatory, harassing, bullying, or threatening messages or images (including photographs or videos) regarding any current or former employee;
- Making any defamatory, slanderous, or derogatory reference or post against any prospect, client, customer, vendor, or business partner that may harm or interfere with the Village's reputation within the community, working relationships, or current contracts with third parties;
- Posting any confidential, non-public data such as social security numbers;
- Posting any confidential, non-public information which may otherwise be protected under state and federal laws such as ADA, HIPAA, or GINA;
- Disclosing any information protected by attorney-client privilege, legal hold, or spoliation order;
- Representing (or otherwise giving the impression) the employee is speaking on behalf of the Village of Ashwaubenon;
- Posting photographs, videos, or other images of other employees without proper authorization or failing to remove such images when requested by another employee;
- Unlawfully gaining access to another employee's social networking website or profile;
- Demanding or otherwise requiring candidates or colleagues to relinquish any social networking password.

### **5.17.2 Connecting with Colleagues and Clients Online**

The Village of Ashwaubenon does not prohibit colleagues who network online during non-work time. However, due to the highly confidential and personal information often maintained in online profiles, supervisors and Department Heads are encouraged to decline invitations such as "friend requests" to or from direct reports.

Similarly, employees who receive such requests from colleagues should not feel compelled to accept such requests if they desire to keep their personal information confidential. Employees are also encouraged to utilize all appropriate privacy settings to ensure their information is shared and viewed only by those the employee intends to have access.

In some situations, colleagues may be permitted to network with colleagues using professional networking websites such as LinkedIn, but employees are required to exercise professional judgment when communicating on these professional networking websites and must comply with all applicable Village of Ashwaubenon rules and policies, including but not limited to, its Code of Conduct, Equal

Opportunity Employment, Unlawful Harassment, Background and Reference Checking, Confidentiality and Non-Disclosure and Whistleblower policies.

If employees have any questions as to whether a website or post would violate the policies of this Handbook, they are encouraged to seek input from the Village Manager without fear of reprisal or retaliation.

If employees network with Village of Ashwaubenon citizens, clients, and/or colleagues online, employees are required to respect all of the Village of Ashwaubenon's policies, such as its Code of Conduct, Unlawful Harassment, Confidentiality & Non-Disclosure and any non-compete or solicitation agreement in place.

#### Open Door Policy

When communicating online, employees are encouraged to be fair and courteous to citizens, clients, colleagues, and/or current and former employees. Work-related issues are more likely to be resolved by speaking directly with colleagues or by utilizing the Village of Ashwaubenon's Open Door Policy and conflict management processes.

Should colleagues decide to post complaints or criticisms, employees should avoid using statements, photographs, videos, or audio that reasonably could be viewed as malicious, obscene, harassing, threatening, intimidating, bullying, or that disparages others.

### **5.17.3 Monitoring and Consequences for Policy Violations**

While the Village of Ashwaubenon has no general practice of reviewing employees' personal profiles on such sites, employees should be aware if such profiles contain information suggesting conduct that violates this or any Village of Ashwaubenon policy, such information may form the basis for an appropriate investigation and/or discipline up to and including termination. Employees may also be held personally liable for any violations of this policy, which also violates a state or federally-protected right.

**Nothing in this policy prohibits employees from exercising any legal right under any state or federal law, nor will employees be subject to discipline for any posts that are legally protected.** However, employees should be aware not all posts to a personal social networking site outside of work time are entitled to legal protection, and any such posts may result in disciplinary action up to and including termination of employment if they violate this or any other Village of Ashwaubenon policy.

Employees who believe they have been the subject of online harassment or bullying by a colleague should notify the Village Manager upon learning of violations of this policy without fear of reprisal or retaliation.

## 6.0 Standards of Conduct

### 6.01 Meeting the Public

When any employee has face-to-face contact, telephone, e-mail, or other correspondence with a member or members of the public while on the job, full courtesy, patience, and attention should be provided. If a problem develops and a resident or customer becomes irrational, hostile, or argumentative, they should be referred to an immediate supervisor, Department Head, or the Village Manager.

#### 6.01.1 Visitors/Admission to Facilities

All visitors to municipal facilities must enter through the main offices to enter the premises. Visitors must be escorted by an employee when in employee (non-public) work areas or other restricted areas, such as the public safety department or the municipal garages. Employees may enter the premises during non-business hours only for work purposes.

### 6.02 Responsiveness to Correspondence

All employees should respond to correspondence, including voicemail and e-mail, in a timely manner. E-mail and voicemail should be checked by employees at a minimum of once per workday. All employees, including full-time, part-time, or employees with limited or no regular office hours, are expected to meet and, when possible, exceed this standard.

### 6.03 Public/Media Relations

The Village President, Village Manager, and Chief of Public Safety or designee are designated public information officers (PIO). All inquiries from the media shall be forwarded to the appropriate PIO. All media releases shall be approved by a designated PIO prior to dissemination, and final copies of all media releases shall be provided to each PIO. No employee shall speak to the media on behalf of the Village unless expressly authorized to do so by a PIO.

### 6.04 Public Records

All documents created and maintained by the Village, its employees, and officials may be subject to the Wisconsin Public Records Statutes. No employee shall destroy any documents contrary to the record retention policy of the [Village of Ashwaubenon Municipal Code](#)<sup>10</sup>. Record requests shall be reviewed by a supervisor prior to the release of any records to ensure compliance with state law and Village ordinances, including notice provisions, required fees, and maintenance of confidentiality where required.

### 6.05 Political Activity

**Nothing in this Handbook should be construed as an attempt to limit any employee's right to vote, to participate in political activity or neutrality, or otherwise to exercise their right to free speech and assembly. However, it is the expectation of the Village of Ashwaubenon that employee participation in political activities occurs outside of the workplace while off-duty and in a manner that does not suggest the Village has endorsed or otherwise taken a position or stance on any political issue or election.** Furthermore, this portion of the Handbook is intended to comply with sec. 946.12 of the Wisconsin State Statutes, Misconduct in Public Office, and has been developed not to restrict employee rights but to clarify and protect the neutrality of public service personnel.

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<sup>10</sup> <https://ashwaubenon.gov/government/municipal-code/#!/article/28>

Employees will not be discriminated in favor or against because of political contribution, permitted political activity, or neutrality. Employees may not solicit, be solicited, nor receive political contributions or services on the job.

#### **6.05.01 Interference with Duties**

No Village employee may engage in political activities during the hours they are on duty. Off-duty Village employees may not engage in political activities in such a way that would lead members of the electorate to conclude the Village or individual Village employees in their official capacity were taking a position in an election. Village employees engaged in political activities while off-duty should clearly act as private individuals and not convey the impression they are acting in their official capacity as Village employees.

#### **6.05.02 Campaign Materials**

No employee may wear campaign buttons or badges while on duty or affix campaign stickers, signs, or other electioneering materials to Village owned vehicles or property.

#### **6.05.03 Contributions**

No employee may contribute money or services to a candidate, campaign, party, group, or cause, while on duty.

#### **6.05.04 Campaign Work**

An off-duty employee may voluntarily circulate nomination papers and petitions, distribute campaign literature, type, stuff envelopes and perform other clerical services, telephone and convey voters to the polls, and participate in a political convention, meeting, rally, demonstration, or parade. Campaign work of the nature listed under this heading is prohibited during working hours. A Village employee may not engage in any off-duty campaign or election-related activities while wearing a Village uniform, a Village badge, or any clothing displaying the Village's name or logo. Use of Village property for campaign work is prohibited.

#### **6.05.05 Memberships and Appointments**

An employee may belong to a political party, group, club, or civic organization; hold memberships in "Citizens for..." or similar organizations; serve on political committees or as an officer or delegate in political organizations; attend political meetings or social functions of a political nature. The employee may accept appointments to non-elective boards, committees, and commissions, provided there is no conflict of interest.

### **6.06 Use of Public Property**

No official or employee may use or permit the unauthorized use of Village-owned vehicles, equipment, materials, or property for personal convenience or profit. Employees will be held responsible for any improper use or operation of Village-owned vehicles, equipment, materials, or property that results in damage or destruction, willful or accidental, and the Village reserves the right to seek reimbursement for such damages, either in whole or in part, including garnishment of wages.

## **6.07 Purchasing**

Employees shall comply with administrative policies established for the purchase of goods and services on behalf of the Village of Ashwaubenon.

### **6.07.1 Use of Village Credit Card**

Village Credit Cards may only be used by people to whom the card is issued or their authorized designee. Cardholders are responsible for all charges on their card and shall keep the card in a secure location. Charges for personal use are strictly prohibited. Cardholders shall provide receipts and supporting documentation for any charges to the card to the Finance Department in a timely fashion. All charges will be verified by the Finance Department prior to payment of charges to the credit card company. All other purchasing requirements shall be adhered to when utilizing a credit card.

## **6.08 Harassment**

The Village intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility, or other offenses, which might interfere with work performance. Harassment of any sort – verbal, physical, sexual, or visual - will not be tolerated.

### **6.08.1 Harassment Policy**

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status, such as sex, color, race, ancestry, creed, religion, genetic information, national origin, age, handicap, disability, marital status, veteran status, citizenship status, sexual orientation, arrest record, conviction record, or other protected group status as established by federal, state or local law (hereinafter "Protected Class"), which affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment.

It is the Village's policy to promote a productive work environment and not tolerate verbal or physical conduct by any employee that harasses, disrupts, or interferes with another employee's work performance or that creates an intimidating, offensive, or hostile environment. Employees at all times should treat other employees, the public, and Village officials respectfully and with dignity. The Village is committed to vigorously enforcing this Harassment Policy at all levels and in all departments of the Village, including management and supervisory positions. The Village will not tolerate retaliation against anyone for reporting harassment of any kind or otherwise assisting in the investigation of a harassment complaint or filing a charge of discrimination with a government agency. The purpose of this policy is to encourage early reporting, and early intervention before conduct rises to the level of harassment in violation of this policy and/or the law. It is the policy of the Village to investigate all complaints of harassment thoroughly and promptly.

In that regard, the Village expressly prohibits any form of harassment or discrimination based on Protected Class. Harassment that interferes with the ability of employees to perform their expected job duties will not be tolerated and will be met with appropriate disciplinary action, up to and including termination.

The Village's Harassment Policy applies to all employees and makes absolutely no exceptions for managerial or supervisory personnel or elected officials. If, following a complaint and investigation, the Village finds credible evidence **any employee** has violated the Village's Harassment Policy, the offending individual will be subject to discipline, up to and including termination.

Harassment can take many forms, including, but not limited to, the following:

### Offensive Comments

Offensive comments, jokes, innuendos, or any other such statements based on a Protected Class, including verbal abuse or kidding about an individual's body or appearance where such comments are derogatory, involve the telling of "off-color" or "dirty" jokes that may be unwanted and considered offensive by others, or any other tasteless comments, innuendoes or actions that may offend others.

### Offensive Actions

Wearing insignia or clothes, hats, or other articles of clothing, defacing surfaces located in the Village with graffiti, or placing pictures, objects, or other symbols within the Village are objectionable by another employee based on Protected Class.

The Village prohibits any form of retaliation, including retaliatory harassment by supervisory staff, co-workers, or any other persons employed by the Village, for the good faith and reasonable reporting of any harassment or otherwise assisting or participating in the investigation of a harassment complaint, or filing a charge of discrimination with a governmental agency.

### Sexual Harassment

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when:

- a. A supervisory employee engages in harassing behavior towards a subordinate employee, regardless of whether such conduct creates a hostile work environment;
- b. Acquiescence in or submission to such conduct is an explicit or implicit term or condition of employment;
- c. An individual's acquiescence in, submission to, or rejection of such conduct becomes the basis for employment decisions affecting that individual;
- d. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
- e. Consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism results in adverse employment action for another employee or otherwise creates a hostile working environment.

Sexual relationships between employees, where one employee has supervisory responsibilities over the other, are discouraged. Such relationships have an inherent possibility of being construed as sexual harassment because the consensual aspect of the relationship may be the result of implicit or explicit duress caused by uncertainty regarding the consequences of non-compliance.

In addition to harassment based on a protected class, employees and public officials are prohibited from engaging in a course of conduct or repeatedly committing acts that harass or intimidate an employee or public official.

### **6.08.2 Reporting**

All Village employees and elected officials are responsible for keeping the work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it. When the Village receives a complaint of harassment, it is obligated by law to investigate and, when necessary, to take prompt and appropriate action, whether or not the victim wants the Village to do so.

Any employee who has witnessed or otherwise believes harassment or retaliatory conduct is occurring in the workplace by any person, including co-workers, supervisors, Department Heads, the Village Manager, or any other person employed by the Village, including public officials, has an obligation to, and therefore must, report the incident immediately to their immediate supervisor or directly to the Village Manager. An employee that has been the target or witness of harassment, discrimination, or physical abuse must immediately report the matter to their immediate supervisor or directly to the Village Manager. Reports involving the Village Manager should be made either to the Village President and/or to the employee's immediate supervisor, who must then forward the same to the Village President.

The Village Manager or their designee must investigate the matter promptly and with due regard for the privacy of those involved. Any employee found to have harassed a fellow employee or subordinate will be subject to severe disciplinary action up to and including discharge. The Village will also take any additional action necessary to appropriately correct the situation. The results of the investigation will be promptly communicated to the complaining party, together with remedial actions proposed and/or taken, if any, if necessary, to stop similar occurrences of further harassment and/or discrimination.

The Village accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens, or in any way harasses another employee is personally liable for such actions and their consequences. The Village will not provide legal, financial, or any other assistance to an individual accused of harassment if a legal complaint is filed.

The use of managerial or supervisory authority to hire, fire, demote, promote, transfer or bring about a significant change in an employee's job benefits for any inappropriate reason related to a Protected Class is strictly prohibited under this policy. Any employee who feels their employment or the employment of another was adversely affected may refer to the Village's Grievance Procedure (below) for resolution.

All complaints and ensuing investigations related to harassment will, to the extent possible, be kept confidential. In any event, retaliation against any employee who has filed a complaint and/or who has cooperated in the investigation of a complaint will not be tolerated. Any employee, supervisor, Department Head, Village Manager, or other employees of the Village will be subject to discipline, up to and including termination, for a violation of this policy.

## 6.09 Unacceptable Activities

The Village expects each employee and official to act in a mature and responsible way at all times. Because of their seriousness, occurrences of any of the following violations may result in immediate dismissal without warning. This list is **NOT** all-inclusive, and notwithstanding this list, all employees remain employed "at-will."

- (1) Willful violation of any Village rule, any deliberate action extreme in nature and detrimental to the Village's efforts to operate efficiently and effectively, and negligence or any careless action that endangers the life or safety of another person.
- (2) Willful violation of security or safety rules or failure to observe safety rules or practices, failure to wear required safety equipment, and tampering with Village equipment or safety equipment.
- (3) Being intoxicated or under the influence of controlled substance drugs or alcohol while at work, use or possession or sale of controlled substance drugs in any quantity while on Village premises, except medications as prescribed by a physician which does not impair work performance.
- (4) Unauthorized possession of dangerous or illegal firearms, weapons, or explosives on Village property or while on duty.
- (5) Engaging in criminal conduct or acts of violence, making threats of violence toward anyone on Village premises or when representing the Village, including fighting, horseplay, provoking a fight on Village property, negligent damage of property, threatening, intimidating, or coercing fellow employees on or off premises at any time or for any purpose.
- (6) Engaging in an act of sabotage, willfully or with gross negligence, causing destruction or damage of Village property, property of fellow employees, Village residents, suppliers, or visitors.
- (7) Theft of Village property or property of fellow employees, unauthorized possession or removal of Village property, including documents, from the premises without prior permission from the Village Manager, unauthorized use of Village equipment or property for personal reasons, using Village equipment for profit.
- (8) Insubordination or refusing job assignments pertaining to employee's work as requested by the Department Head or Village Manager.
- (9) Dishonesty, willful falsification or misrepresentation on an employment application or other work records, dishonesty about sick, funeral, or personal leave, falsifying reason for leave of absence or other data requested by the Village, or alteration of Village records or documents.
- (10) Giving confidential or proprietary Village information to organizations or persons not employed by the Village or to unauthorized Village employees, breach of confidentiality of personnel information.
- (11) Malicious gossip, spreading rumors, engaging in behavior designed to create discord and lack of harmony, interfering with another employee on the job, willfully restricting work output, or encouraging others to do the same.
- (12) Immoral conduct or indecency on Village property.
- (13) Knowingly giving inaccurate information to the media (newspaper, radio, T.V., etc.) through false or misleading statements or statements with omissions.
- (14) Unsatisfactory or careless work; failure to meet production or quality standards as explained by the appropriate Department Head or Village Manager; mistakes due to carelessness or failure to get necessary instructions.
- (15) Creating or contributing to unsanitary conditions.
- (16) Sleeping on the job, loitering, or loafing during working hours.
- (17) Unlawful speeding or reckless driving of Village vehicles. Failure to immediately report damage to or an accident involving Village equipment.



- (18) Unauthorized duplication of Village keys.
- (19) Failure to maintain an acceptable driving record in positions where it is required or failure to maintain any required certifications set forth in the employee's position description.
- (20) Leaving work before the end of a workday or not being ready to work at the start of a workday without approval from the appropriate supervisor.
- (21) Failure to report an absence or late arrival; excessive absence or lateness; abuse of sick leave.
- (22) Failure to use time recording or altering another employee's time records; allowing someone to alter one's own records.
- (23) Excessive use of Village telephone for personal calls; failure to adhere to telephone and cellular phone policies.
- (24) Failure to comply with Village computer/server, Internet, cell phone, and e-mail policies.
- (25) Unauthorized personal use of Village vehicles, property, and/or equipment.
- (26) Smoking, vaping, or chewing tobacco in any Village-owned building or vehicle.
- (27) Posting, removing, or altering notices on any bulletin board without proper permission.
- (28) Obscene or abusive language toward any department head, Village official, employee, or resident, indifference or rudeness towards an employee, Village official, or resident, disorderly or antagonistic conduct on Village premises.
- (29) Soliciting during work time that interferes with the work of another employee.
- (30) Failure to maintain a neat and clean appearance in terms of the standards established by the appropriate Department Head or wearing improper or unsafe clothing.
- (31) Claiming to represent the Village or any subunits or officials in any public forum, hearing, etc., without specific authorization of an immediate supervisor.
- (32) Soliciting or accepting for personal gain any gift, campaign contribution, gratuity, favor, services, entertainment, or item of monetary value from persons or entities seeking business activities, services, favors, or favorable actions from the Village.

## **6.10 Progressive Discipline**

The Village of Ashwaubenon's own best interest lies in ensuring fair treatment of all employees and in making certain disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent a recurrence, and prepare the employee for satisfactory service in the future.

Discipline may result when an employee's actions do not conform with generally accepted standards of good behavior when an employee violates a 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.

Performance improvement and progressive discipline may call for any of the following steps:

- Verbal warning.
- Performance coaching.
- Performance improvement planning.
- Written reprimand.
- Suspension (with or without pay).
- Termination of employment – depending on the problem and the number of occurrences.

There may be circumstances when one or more steps are bypassed. Certain types of employee problems are serious enough to justify either a suspension or termination of employment without going through progressive discipline steps. ***The Village reserves the right, in its sole discretion, to impose disciplinary action as may be appropriate to the particular circumstances.***

## 6.11 Grievance Procedure

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline, and termination. This policy applies to all employees covered under Section 66.0509, Wis. Stats., other than police and fire employees subject to Section 62.13(5), Wis. Stats. An employee may appeal any level of discipline under this grievance procedure. For purposes of this policy, the following definitions apply:

- 1) "Employee discipline" includes all levels of progressive discipline but does not include the following items:
  - Placing an employee on paid administrative leave pending an internal investigation.
  - Counseling/coaching, meetings, or other pre-disciplinary action.
  - Actions taken to address work performance, including the use of a performance improvement plan or job targets.
  - Demotion, transfer, or change in job assignment; or
  - Other personnel actions taken by the employer that are not a form of progressive discipline.
- 2) "Employee termination" includes action taken by the employer to terminate an individual's employment for misconduct or performance reasons but does not include the following personnel actions:
  - Voluntary quit.
  - Layoff or failure to be recalled from layoff at the expiration of the recall period.
  - Retirement.
  - Job abandonment, "no-call, no-show," or other failures to report to work; or
  - Termination of employment due to a medical condition, lack of qualification or license, or other inability to perform job duties.
- 3) "Workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, the safety of the physical work environment, personal protective equipment, workplace violence, and training related to the same.

Any written grievance filed under this policy 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.

### **6.11.1 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 grievance.

**Step 1 – Written Grievance Filed with the Department Head.** The employee must prepare and file a written grievance with the Department Head within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Head 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 Department Head, the employee may initially file the grievance with the Village Manager, who will conduct the Step 1 investigation.

**Step 2 – Review by Village Manager.** If the grievance is not settled at Step 1, the employee may appeal the grievance to the Village Manager within five (5) business days of the receipt of the decision of the Department Head at Step 1. The Village Manager or his/her designee will review the matter and inform the employee of his/her decision, if possible, 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 Manager's decision, a request for written review by an impartial hearing officer. The Village will select the impartial hearing officer. The hearing officer may not be a Village employee. In all cases, the grievant will have the burden of proof to support the grievance. The impartial hearing officer 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. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.

**Step 4 – Review by the Village Board.** If the grievance is not resolved after Step 3, the employee or the Village Manager may, within five (5) days of receipt of the written decision from the hearing officer, request review by the Village Board. The Village Board shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The matter will be scheduled for the Village Board's next regular meeting to occur no less than ten (10) days from receipt of the request for review. The Village Board will inform the employee of its findings and decision in writing within ten (10) business days of the Village Board meeting. The Village Board shall decide the matter by majority vote, and this decision shall be final and binding.

An employee may not file a grievance outside of the time limits set forth above. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. An employee will not be compensated for time spent in processing his/her grievance through the various steps of the grievance procedure.

### **6.11.2 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.

## **7.0 Drug-Free Workplace Policy**

### **7.01 Drug-Free Workplace Policy**

The Village of Ashwaubenon recognizes the importance of maintaining a safe, efficient, and healthful workplace, as well as the social responsibility to provide assistance to its employees to the extent possible. Employees are expected to report to work free from the influence of substances that could inhibit their ability to perform their duties. It is the Village's policy to provide and enforce a drug-free workplace for all of its employees. The Village requires its employees neither use nor be under the influence of alcohol or controlled substance(s) while working. The Village requires and shall enforce a zero-tolerance standard in the workplace.

1. **Applicability.** This policy applies to all employees during all working hours, whenever conducting business on behalf of the Village, representing the Village, or while on paid standby. Failure to comply with this policy will lead to disciplinary action up to and including termination. This policy is adopted pursuant to the Drug Free Workplace Act of 1988.
2. **Reporting of Drug Conviction.** Pursuant to the Drug Free Workplace Act of 1988, any employee who is convicted of any violation of a criminal drug statute occurring while on duty must notify the Village in writing within five days after such conviction. Failure to provide such notice will subject the employee to disciplinary action. The Village will provide further notification to federal contracting agencies within thirty (30) days of receiving such notice of conviction as appropriate.
3. **Prohibited Conduct**
  - a. Employees shall report to work free from any legal or illegal substances that could affect their ability to safely and adequately perform their job duties. In cases where employees are called in for an emergency or unplanned work, and they have been drinking alcoholic beverages immediately prior to such call, such employees should decline to report until the effects of the alcohol have left their system (generally 4-8 hours). Such refusal to report will not be viewed as improper, and no punitive action shall arise specifically from such a refusal.
  - b. The unlawful use, possession, distribution, transporting, dispensing, or manufacture of illegal drugs, prescription drugs, or intoxicants while on duty, on or off Village property, is absolutely prohibited.
  - c. Employees testing positive while on duty for drugs and/or alcohol shall be subject to discipline up to and including termination.
  - d. Employees may not refuse to be tested for drugs and/or alcohol and shall remain in contact with the Village and its medical review officer while awaiting the results of a drug test.
  - e. Employees shall not violate any applicable federal and/or state requirement governing the use of drugs or alcohol.
  - f. Employee shall not do anything to obstruct or deter compliance with the Village's goals with respect to drugs and alcohol.
4. **Prevention and Rehabilitation.** The goals of this policy are prevention and rehabilitation whenever possible. The Village encourages employees who have an alcohol or other drug problem to seek help to deal with their problem. Help is available through the Village's Employee Assistance Program.
5. **Prescription Medications.** Employees shall notify their supervisor when taking any medication which may interfere with the safe and effective performance of their duties or operation of Village equipment.

6. Employee/Employer Responsibilities. All employees and supervisors share in the responsibilities for keeping the workplace free of alcohol and other drug abuse by:
  - a. Encourage fellow employees to seek help for alcohol and other drug use through the Employee Assistance Program or other professional counseling agencies.
  - b. Report dangerous behavior or suspected alcohol or drug use to a supervisor.
  - c. Employees reporting to work that are suspected of being under the influence of alcohol or other drugs shall be referred for reasonable suspicion testing as described in the Drug and Alcohol Testing Policy.
  - d. Employees who violate this policy will be subject to disciplinary action by the Village, up to and including discharge, in addition to any civil or criminal penalties that may apply. A driver who violates these prohibitions will be subject to disciplinary action mandated by the Department of Transportation. In addition, any employee who is convicted by the judicial system of a felony for a drug or alcohol-related matter may be subject to disciplinary action up to and including termination of employment.

## **7.02 Drug and Alcohol Testing Policy**

The U.S. Department of Transportation ("DOT") has issued regulations that govern the use of drugs and alcohol by motor vehicle drivers, and which also requires the Village to conduct mandatory drug and alcohol testing of drivers at times and under the conditions described in this Policy.

It is the Village's intention to comply fully with the DOT's regulations governing drug and alcohol use and testing, and the requirements of DOT's regulations have been incorporated into this Policy. In the event DOT's regulations are amended, this Policy and the applicable term(s), condition(s), and/or requirement(s) of this Policy shall be deemed to have been amended automatically at that time, without the need for redrafting, in order to reflect and be consistent with DOT's regulations. In such case, the Village reserves the right to apply the amended requirements immediately and without giving prior notice to drivers and/or applicants unless such notice is required by DOT or another applicable law. It is also the Village's intention to comply with any applicable state requirement governing drug and/or alcohol testing which are not preempted by DOT regulations. The Village also intends to comply with the applicable requirements of the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act, and the Family and Medical Leave Act.

Under the Village's Policy, drug and alcohol testing will be conducted on any current and/or prospective driver who may be required to operate a motor vehicle having a gross vehicle weight rating in excess of 26,000 pounds in interstate or intrastate commerce and on any driver of a motor vehicle that is used to transport hazardous materials in a quantity which requires the vehicle to be placarded regardless of the vehicle's size. The Village will also conduct drug and alcohol testing on other Village employees who engage in a safety-sensitive function on behalf of the Village.

1. Tests Required.
  - a. In general: the Village is required by DOT to conduct tests for drivers under specific conditions or times. Tests will be performed by a trained medical professional as designated by the Village.
  - b. Pre-employment/pre-duty testing.
    - i. This test is required before any applicant is hired. This test is also required before any existing employee in a non-DOT driver position will be assigned, transferred, or

otherwise permitted to operate a commercial motor vehicle on behalf of the Village for the first time.

- ii. Prior to taking a pre-employment/pre-duty drug and alcohol test, the applicant will be given forms notifying the applicant to report for a drug and an alcohol test, which include instructions and an explanation of the collection procedures for each test. The applicant will also be asked to execute a general consent and release to be tested for drugs form, and a general consent and release to be tested for alcohol form.
- iii. All offers by the Village to hire an applicant, or to assign or transfer an applicant, are conditioned upon the applicant:
  - 1. Executing the Village's general consent and release to be tested for drugs and alcohol forms.
  - 2. Taking a drug and alcohol test as directed by the Village and passing both tests.
  - 3. For DOT-regulated applicants, executing the Village's authorization to obtain past drug and alcohol test results form (which authorizes the Village to obtain all of the applicant's past drug and alcohol test results, including any refusals to test, from each employer for whom the driver either worked, took, or refused to take a pre-employment/pre-duty test during the previous two years and the results of those tests including any refusals);
  - 4. passing the DOT-required physical exam required for driver positions;
  - 5. complying with any other conditions or requirements that the Village advises the applicant at the time of the offer, including certifying that they have received a copy of this policy.
  - 6. A new applicant will only be notified of the results of their tests if they present a written request to the Village for his/her results within (60) days of being notified by the Village of its hiring decision. Existing employees will be notified only in the event of a positive test.

c. Post-accident drug testing

- i. An employee must submit to a post-accident drug and a post-accident alcohol test as soon as possible after the occurrence of any accident that involves the death of a human being or whenever the employee receives a citation for a moving violation involving the accident and either: (I) a person is injured because of the accident and the injuries require immediate medical treatment of the person away from the accident scene; or (ii) one or more motor vehicles involved in the accident incur disabling damage and must be transported away from the accident scene by a tow truck or another vehicle.
- ii. It is possible that an employee will be directed to submit to a drug and/or alcohol test at the accident scene by a federal, state, or local law enforcement officer. Whenever a test is conducted by a law enforcement officer, the employee is required to contact their supervisor or another Village official immediately to report this and to provide the Village with the name, badge number, and telephone number of the law enforcement officer who conducted the test.
- iii. An employee that is required to perform a post-accident drug test must immediately contact the Village Manager or Department Head and report for testing as directed by the Village.



- iv. An employee who is required to take a post-accident drug and/or alcohol test may, at the Village's discretion, be reassigned to alternate duty or placed on non-disciplinary suspension with pay while awaiting the post-accident test results.
  - v. In addition to the penalties imposed by DOT, an employee who tests positive for drugs and/or alcohol, who refuses or fails to submit to a post-accident drug and alcohol test as required, who unnecessarily delays reporting to the test site following an accident, or who otherwise fails to comply with the Village's post-accident testing procedures, will be subject to disciplinary action, up to and including discharge.
- d. Random testing.
- i. The Village is required to test drivers on a random basis, and all such tests will be unannounced ahead of time.
  - ii. Under the Village's random selection process, every driver will have an equal chance of being selected each and every time the selection is conducted. Appropriate safeguards are also present to ensure that the identity of individual employees cannot be determined prior to or at the time of their selection.
  - iii. Whenever a driver is randomly selected to be tested, they will be notified of this in writing and instructed to report to the collection site immediately.
  - iv. A driver who tests positive or who refuses to submit to a test is medically unqualified to drive and/or perform any other safety-sensitive function.
  - v. In addition to the penalties imposed by DOT, a driver who refuses to submit to a random test, who fails to report for the test as directed, or who tests positive will be subject to disciplinary action up to and including discharge.
  - vi. Only those employees who meet random testing requirements will be allowed to handle hazardous materials.
- e. Reasonable suspicion testing.
- i. Each employee is required to submit to a drug and/or alcohol test whenever the Village has reasonable suspicion to believe that the employee has used drugs and/or alcohol in violation of DOT regulations and/or this Policy.
  - ii. Reasonable suspicion will exist when an employee's appearance, behavior, speech, or body odors indicate drug or alcohol use or the chronic and withdrawal effects of drugs. Such observations must be personally observed and documented by at least one Village official who has received training covering the physical, behavioral, speech, and performance indicators of probable drug and alcohol use.
  - iii. Whenever an employee is notified that there is reasonable suspicion to be tested, the employee shall report to the test site immediately to be tested.
  - iv. The Village will also attempt to contact the employee's spouse, another member of the family, or another person designated by the employee in order to make arrangements for transporting the employee to his/her home after the test is completed. In the event that the Village is unable to contact the employee's spouse, family member, or another designated person, the Village will make arrangements for transporting the employee home by cab or other suitable means.

- v. If the employee rejects the Village's efforts in this regard and instead insists on driving his/her personal vehicle, the Village reserves the right to take whatever means are appropriate to prevent this, including contacting appropriate law enforcement personnel and imposing disciplinary action, up to and including discharge.
  - vi. An employee who is required to take a reasonable suspicion test will be considered by the Village as unqualified to work and placed on immediate suspension, without pay, pending the results of his/her test. An employee whose test results are negative will be reimbursed for the time of his/her suspension. An employee whose test results are positive will not be reimbursed for the time of the suspension.
  - vii. In addition to the penalties imposed by DOT, any employee whose reasonable suspicion test is positive or who fails or refuses to submit to a reasonable suspicion test when directed to do so by the Village will be subject to disciplinary action, up to and including discharge.
  - viii. Employees who test positive will be referred to the Village's Employee Assistance Program (EAP). Any cost for such treatment not covered by insurance or the EAP shall be borne by the employee. The absence will be viewed as a leave for illness, and any benefits the employee is ordinarily entitled to will apply to this absence.
- f. Return-to-duty testing.
- i. An employee who tests positive for drugs or alcohol will be required to submit to and pass a drug and alcohol test before they will be permitted to return to duty.
  - ii. Before being permitted to return to duty, the employee must also be evaluated by a substance abuse professional and submit to any follow-up testing that the substance abuse professional determines is required; or as required by law.
  - iii. After satisfactory completion of treatment, the employee is eligible to return to work based on the availability of work and standing Village policy. Employees who successfully complete a treatment program must periodically, at the Village's discretion, participate in additional testing for a 12-month period which will certify their continued abstinence from abuse activity. After rehabilitation, employees who fail subsequent screenings will be terminated for cause.
  - iv. In addition to the penalties imposed by DOT, any employee who refuses to submit to a return to duty test or who tests positive will be considered medically unqualified to perform a safety-sensitive function and immediately discharged.

g. Test Results.

Employees will be given an opportunity to explain any legitimate, legal, or medical explanation for a positive drug test. If the medical professional administering and reviewing the test and testing process determines that a legitimate medical reason does exist, the test result will be reported to the Village as "negative." If the medical professional determines that a legitimate medical reason does not exist, the test result will be reported to the Village as "confirmed positive."

Any positive test for drugs or alcohol will be considered unqualified to perform or continue performing his/her functions safely and will be immediately suspended from work without pay, pending further disciplinary action by the Village, up to and including discharge. In addition, a driver whose test result is confirmed positive for drugs will also be subject to civil and criminal penalties imposed by DOT.

An employee who, after providing an adequate breath specimen, has a confirmatory test which registers 0.04 or greater will, at a minimum, be suspended without pay until his/her next regularly scheduled duty period, but for no less than 24 hours, and will be subject to additional disciplinary action by the Village, up to and including discharge.

h. Confidentiality.

The results of all individual drug and alcohol tests will be kept in a secure location with controlled access. All individual test results will be considered confidential. The release of an individual employee's results will only be given in accordance with an individual employee's written authorization or as is otherwise required by DOT regulations or by other applicable federal or state law.

### **7.03 Prescription Drug Policy**

Before performing work-related duties, employees must notify their supervisor if they are taking any legally prescribed medication, therapeutic drug, or any nonprescription drug which contains any measurable amount of alcohol or which carries a warning label that indicates the employee's mental functioning, motor skills, or judgment may be adversely affected by the use of this medication. A written report of this notification is to be filed with Human Resources in the employee's personnel file. It is the responsibility of the employee to inform his/her physician of the type of safety-sensitive function that the employee performs in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of Village equipment. However, as required by Federal Regulations, any employee who uses or possesses medication containing alcohol while on duty or who tests positive for alcohol may be removed from his/her position and subject to the provisions of this Policy, even though the reason for the positive alcohol test is the fact the employee's prescription medication contains alcohol.

A legally prescribed drug is one where the employee has a prescription or other written approval from a physician for the use of the drug in the course of medical treatment. The prescription must include the patient's name, the name of the substance, the quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing Village business is prohibited.

**8.0 Appendices & Forms**

## Receipt and Acknowledgement of Employee Handbook

This Employee Handbook is an important document intended to help employees become acquainted with the Village. This Employee Handbook will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention.

Please read the following statements and initial each individual item and sign below to indicate receipt and acknowledgment of the Employee Handbook.

\_\_\_\_\_ I have received a copy and understand it is my obligation to read the Employee Handbook. I understand the policies and procedures described in the Employee Handbook are subject to change at the Village's sole discretion at any time without notice.

\_\_\_\_\_ I acknowledge I have the right to terminate my employment with the Village at any time without notice. In turn, I acknowledge the Village has the right to terminate my employment in its sole discretion, subject to any applicable State or Federal statutes or constitutional requirements.

\_\_\_\_\_ I am aware the descriptions of benefits in this Employee Handbook are not contractual in nature and do not guarantee any continuance of said benefits.

\_\_\_\_\_ I am aware during the course of my employment, confidential information may be made available to me. I understand this confidential information must not be given out or used outside of Village premises or with non-Village employees, except as required by law.

\_\_\_\_\_ I understand my signature below indicates I have read and understand the above statements and have received a copy of the Employee Handbook.

\_\_\_\_\_  
Employee's Name (please print)

\_\_\_\_\_  
Employee's Signature

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

\_\_\_\_\_

**Receipt and Acknowledgement of Equal Employment Opportunity and Workplace Harassment Policies**

I acknowledge I have received and read the Equal Employment Opportunity and Harassment Policies set forth in the Village of Ashwaubenon Employee Handbook, and I have had an opportunity to ask any questions I have concerning the policies, including any questions concerning my rights and duties under the policies. I understand 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, including elected officials.

I understand the Village is strongly committed to a work environment in which all individuals are free from unlawful discrimination, harassment, and retaliation, and the Village prohibits such conduct in the workplace. Therefore, I understand 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.

\_\_\_\_\_  
Employee’s Name (please print)

\_\_\_\_\_  
Employee’s Signature

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

**Cell Phone/Computer/Electronic Device Usage Acknowledgement**

I acknowledge I have received access to Village equipment, including, but not limited to, Village computers and/or cell phones. I understand computers and cell phones provided by the Village are intended primarily for Village business. I understand any communications and information transmitted by, received from, or stored in any communication system, including Village computers and/or cell phones, is the property of the Village and may be subject to open records laws. I understand I do not have an expectation to privacy in my use of these systems.

I further acknowledge I may, at my option, request access to my Village-issued e-mail address, contacts, calendar, and/or other items related to my employment for the Village of Ashwaubenon be available for access on my personal cell phone and/or I use my personal cell phone to occasionally conduct Village-related business by phone or text message. I understand any communications and information transmitted by, received from, or stored on my personal cellular device may be subject to open records laws as a result of its use for Village-related business.

\_\_\_\_\_

Employee's Name (please print)

\_\_\_\_\_

Employee's Signature

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



**Drug and Alcohol Testing Policy (non-CDL)**

All Village personnel and applicants are required as a condition of employment to comply with procedures and practices established in the Drug-Free Workplace Policy of the Village of Ashwaubenon Employee Handbook (Section 7.0). Failure to comply with the Village’s Drug-Free Workplace Policy may result in a conditional offer of employment being rescinded for an applicant or discipline up to and including termination of an existing employee.

As an employee (or applicant), I understand I am (or will be upon initial employment or transfer) subject to pre-employment, post-accident, reasonable suspicion, return-to-duty, and follow-up drug and/or testing as outlined in the Drug-Free Workplace Policy.

\_\_\_\_\_  
Employee’s Name (please print)

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Employee’s Job Title  
(Or position applied for)

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

## Drug and Alcohol Testing Policy (CDL)

All Village personnel and applicants are required as a condition of employment to comply with procedures and practices established in the Drug-Free Workplace Policy of the Village of Ashwaubenon Employee Handbook (Section 7.0). In addition to procedures and practices established in the Drug-Free Workplace Policy, the Federal Omnibus Transportation Employee Testing Act of 1991 requires additional alcohol and controlled substance testing of drivers who are required to have a Commercial Driver's License (CDL). Failure to comply with the Drug and Alcohol Testing Policy may result in a conditional offer of employment being rescinded for an applicant, or discipline up to and including termination of an existing employee. Failure to maintain a CDL may result in a conditional offer of employment being rescinded for an applicant, or discipline up to and including termination of an existing employee.

As an employee (or applicant for a position) is required to maintain a valid CDL, I acknowledge I have read and understand the following testing is required as a condition of my employment.

Pre-Employment Testing – Prior to appointment to a CDL holder position, any candidate selected for a position that requires a CDL must undergo testing for drugs/controlled substances. The results of the test must be negative (meaning a verified negative result for drugs/controlled substances). If the test does not meet this standard, the candidate will be disqualified from further consideration for the position(s). In addition, if the result was positive, the candidate will not be considered for any CDL holder position for a period of 12 months from the date of the positive test. If a confirmed result is not possible due to a diluted sample, the candidate will not be considered for the immediate position but may apply for future CDL holder positions without restriction.

Random Testing – In accordance with the Drug Free Workplace Act of 1988 and the Transportation Employee Testing Act of 1991, the Village conducts regular random testing of all CDL holders. The Village will randomly test no less than 10% of the average number of occupied Village CDL positions for alcohol each year. The Village will randomly test no less than 50% of the average number of occupied Village CDL positions for drugs/controlled substances each year. The selection of CDL holders for random testing shall be made by a scientifically valid method. Each CDL holder shall have an equal chance of being selected for testing each time selections are made. When randomly selected, a CDL holder may be required to submit to either an alcohol or drugs/controlled substance test, or both.

Post-Accident Testing – All employees in positions that require a CDL must notify the Village of any traffic citation received on or off the job as soon as possible, but in no event later than three (3) calendar days after the citation was issued. The Village will test an employee driver for alcohol and controlled substances in the event of a motor vehicle accident that results in death, injury, or significant damage to property (requiring a tow). An alcohol breath test must be administered as soon as possible, but no later than 8 hours following the accident, and the drug test must be administered within 32 hours of the accident. An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the Village to have refused to submit to testing.

As an employee (or applicant), I understand I am (or will be upon initial employment or transfer) subject to pre-employment, post-accident, reasonable suspicion, return-to-duty, and follow-up drug and/or testing, in addition to the above, as outlined in the Drug-Free Workplace Policy.

_____ Employee's Name (please print)	_____ Employee's Job Title (Or position applied for)
_____ Employee's Signature	_____ Date

## Receipt and Acknowledgement of Drug-Free Workplace Policy

I, \_\_\_\_\_, acknowledge receipt of the Village of Ashwaubenon's Drug-Free Workplace Policy. The Village of Ashwaubenon Drug-Free Workplace Policy has been prepared for my information, and it is my responsibility to read and to perform my job duties in accordance with the policies outlined in the Drug-Free Work Place Policy, and any additional rules, regulations, policies, or procedures which may be imposed by the Village, or department, in which I work, whether or not I read this policy. Failure to read this policy, does not excuse me from being covered by or complying with its provisions.

I understand this policy is not intended to cover every situation, which may arise during my employment, but is simply a general guide to the expectations of the Village of Ashwaubenon, as well as my responsibilities as an employee. If I have any questions about the provisions contained in this policy, I should direct them to my Department Head or the Village Manager. The Village of Ashwaubenon retains the right at any time, at its own discretion, to delete, add to, alter, and amend any and all information and conditions of employment contained herein with or without advance notice to me.

By signing below, I hereby state, I have received and will familiarize myself with the Drug-Free Workplace Policy from the Village of Ashwaubenon.

\_\_\_\_\_  
Employee's Name (please print)

\_\_\_\_\_  
Employee's Signature

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

**APPENDIX A - Village of Ashwaubenon Organizational & Functional Structure**

# Village of Ashwaubenon Organizational & Functional Structure

Adopted by Village Board—November 28, 2023 (FY Budget 2024)

## CITIZEN BOARDS, COMMITTEES, & COMMISSIONS

- Bicycle & Pedestrian Committee
- Board of Review
- Community Development Authority
- Ethics Board
- Finance & Personnel Committee
- Parks & Recreation Board
- Plan Commission
- Police & Fire Commission
- Public Works & Protection Committee
- Site Plan Review Committee
- Tree Board
- Zoning Board of Appeals

**CITIZENS OF ASHWAUBENON**

Election: 4-yr Term

**MUNICIPAL JUDGE**

**TEAM**  
Municipal Judge  
Clerk of Courts (1.5)

**FUNCTIONS**  
• Operation of Municipal Court

Full Time: 1 Part Time: 1 (0.5 FTE) Seasonal/Temp: 0

President: 3-yr Term, At-Large, Non-Partisan  
Trustees: 3-yr Term, Non-Partisan

**VILLAGE BOARD**  
President (1) & Trustees (6)

Appointments Made by Village President, Confirmed by Board

**Village Manager**

**TEAM**  
Village Manager (1)  
Multimedia Com. Specialist (1)  
Confidential Exec Assist. (0.7)

**FUNCTIONS**  
• Village Meeting Coordination  
• Village Board/Committee Relations / Policy Execution / Recording Secretary  
• Strategic Planning / Performance Management  
• Departmental Supervision  
• External and Internal Communications Management (Newsletter, Website, Blog, Social Media, Intranet)

Full Time: 3 (2.7 FTE) Part Time: 0 Seasonal/Temp: 0

**Village Attorney / Deputy Village Manager**

**TEAM**  
Village Attorney / Deputy VM (1)  
HR Generalist (1)  
Confidential Exec Assist. (0.3)

**FUNCTIONS**  
• Legal Services  
• Village Prosecution  
• Special Legal Counsel  
• Collective Bargaining  
• Personnel, HR, and Benefits Administration  
• Insurance / Risk / Safety / Liability Program Management

Full Time: 3 (2.7 FTE) Part Time: 0 Seasonal/Temp: 0

**Village Clerk**

**TEAM**  
Village Clerk (1)  
Deputy Clerk II / Legal Asst. (1)  
Deputy Clerk I / Adm Asst (0.75)

**FUNCTIONS**  
• Village Board Records & Proceedings  
• Municipal Code Administration  
• Election Administration  
• Public Records Management  
• Public Hearings/Notices  
• Competitive Bid Openings  
• Customer Service / Front Desk  
• License/Permit Administration  
• Receiving

Full Time: 2 (2.75 FTE) Part Time: 0 Seasonal/Temp: 0

**Village Assessor**

**TEAM**  
Village Assessor (Contracted)  
Deputy Clerk I / Adm Asst (0.25)

**FUNCTIONS**  
• Assessment Administration

Full Time: 1 (.25 FTE) Part Time: 0 Seasonal/Temp: 0



**PUBLIC WORKS / UTILITIES**

**TEAM**  
Director of Public Works (1)  
Customer Services Rep (0.5)  
Engineer / Asst Director (1)  
Engineering Technician (1)  
GIS Coordinator (1)  
Seasonal Office Assistant (1)  
Operations Supervisor (1)  
Street Foreman (2)  
Street Worker (13)  
Inventory Control Specialist (1)  
Seasonal Laborer (4)  
Mechanic (3)  
Utility Operations Supervisor (1)  
Utility Foreman (1)  
Utility Worker (4)

**FUNCTIONS**  
• Construction and Development Oversight  
• Infrastructure Maintenance  
• Village Facility Management  
• Street Repair and Maintenance  
• Winter Road & Sidewalk Maintenance  
• Fleet Maintenance  
• Water & Sanitary Sewer Utilities  
• Stormwater Management  
• Sign Maintenance  
• Refuse & Recycling Collection  
• Geographic Information Systems  
• Street & ROW Excavation Permits  
• Receiving

Full Time: 31 (30.5 FTE) Part Time: 0 Seasonal/Temp: +/- 5

**COMMUNITY DEVELOPMENT**

**TEAM**  
Director of Community Dev. (1)  
Customer Services Rep (0.5)  
Chief Building Inspector (1)  
Building Inspector (1)  
Assistant Zoning Administrator / Code Enforcement Officer (1)

**FUNCTIONS**  
• Planning and Zoning  
• Development & Zoning Permitting  
• Building Inspection  
• Zoning Code Enforcement  
• Comprehensive Planning  
• Plan Commission Administration  
• Site Plan Review Administration  
• Short Term Rental Administration  
• Farm Animal Permitting (Chickens, pigeons, etc.)  
• Receiving

Full Time: 4 (4.5 FTE) Part Time: 0 Seasonal/Temp: 0

**PARKS, RECREATION & FORESTRY**

**TEAM**  
Dir. of Parks, Rec. & Forestry (1)  
Administrative Assistant (1)  
Program Supervisor (1)  
Senior Prog. Coordinator (0.5)  
Program Staff (100 PT Seas.)  
Aquatics Supervisor (1)  
Aquatics Personnel (75 PT Seas.)  
Park Maintenance Foreman (1)  
Park Workers (3)  
Seasonal Laborer (15)  
Forester (1)  
Forestry Workers (5 PT Seas.)

**FUNCTIONS**  
• Park & Green Space Planning  
• Parks & Grounds Maintenance  
• Forestry and Turf Management  
• Recreation & Enrichment Programs (All Ages)  
• Community Center Management & Operations  
• Facility Rental Administration  
• Community Wide Special Events  
• Aquatics (Beach & Pool Management & Operations)  
• Receiving

Full Time: 9 Part Time: 1 (0.5 FTE) Seasonal/Temp: +/- 195

**FINANCE / INFORMATION TECHNOLOGY**

**TEAM**  
Finance Director (Treasurer) (1)  
Assistant Finance Director/ Accountant (1)  
Financial/Payroll Analyst (1)  
Accounts Receivable / Utility Clerk (1)  
Cash Receiving Clerk (1)  
Tax Collections (4 PT Seas.)  
IT Network Administrator (1)  
IT Network Specialist (1)

**FUNCTIONS**  
• Accounting  
• Budget Administration  
• Accounts Receivable and Payable  
• Investment Administration  
• Treasury Management  
• Financial Reporting  
• Purchasing Oversight  
• Payroll Accounting  
• Information Technology Administration  
• Property Tax Collection  
• Utility Account Support  
• Utility Billing  
• Audit Oversight  
• Weights & Measures

Full Time: 7 Part Time: 0 Seasonal/Temp: +/- 4

**PUBLIC SAFETY**

**TEAM**  
Chief of Public Safety (1)  
Confidential Assistant (1)  
Information Manager (1)  
Records Clerk (2.5)  
Deputy Chief (1)  
Commander—Operations (1)  
Captain—Shift A/B/C (3)  
Lieutenant (6)  
PSO (27)  
Night Shift PSO (4)  
K-9 (1)  
Commander—Support Svcs (1)  
Captain—Investigations (1)  
Investigators (4)  
DTF (1)  
PT CSO (2)  
Evidence Tech (1)  
SRO (2)  
Crossing Guard (15 PT Seas.)  
Traffic Enforcement PSO (1)  
PT Fire Inspectors (2)  
POC Captain (2)  
POC Lieutenant (4)  
POC FF/EMTs (16)

**FUNCTIONS**  
• Public Safety  
• Traffic Control  
• Community Policing  
• Parking Enforcement  
• Animal Control  
• Emergency Management  
• Records Management  
• Crime Investigation  
• School Liaison  
• Citizen Education / Engagement  
• K9 Program  
• Fire Inspection  
• Fire Prevention  
• Fire Suppression  
• Advanced/Basic EMS  
• Rescue  
• Alarm Permitting  
• Escort/Massage Licensing

Full Time: 58 Part Time: 7 (3.5 FTE) Seasonal/Temp: +/- 37

**CITIZENS OF ASHWAUBENON**

**COLOR LEGEND**

- Green = Department Head
- Purple = Reports to Green
- Blue = Reports to Purple
- Orange = Reports to Blue
- Sky Blue = Reports to Orange
- Red = Contract Service
- Yellow = Village Staffing Levels
- Dotted line = Indicates Indirect Reporting Relationship

**Total Village Staffing (w/o Utility)**  
Full Time: 118 Part Time: 9 (3.5 FTE) Seasonal/Temp: +/- 237

**APPENDIX B - Village of Ashwaubenon Wage Grades & Position Matrix**

Village of Ashwaubenon - APPROVED 2024 Salary & Wage Grade Matrix

Grade	Internal Range	Hiring Range														
		Minimum	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Max
16	700+	\$ 118,159	\$ 120,522	\$ 122,932	\$ 125,391	\$ 127,899	\$ 130,457	\$ 133,066	\$ 135,727	\$ 138,442	\$ 141,211	\$ 144,035	\$ 146,916	\$ 149,854	\$ 152,851	\$ 155,908
15	675-700	\$ 110,808	\$ 113,024	\$ 115,285	\$ 117,591	\$ 119,942	\$ 122,341	\$ 124,788	\$ 127,284	\$ 129,830	\$ 132,426	\$ 135,075	\$ 137,776	\$ 140,532	\$ 143,342	\$ 146,209
14	625-675	\$ 102,409	\$ 104,457	\$ 106,546	\$ 108,677	\$ 110,851	\$ 113,068	\$ 115,329	\$ 117,636	\$ 119,988	\$ 122,388	\$ 124,836	\$ 127,332	\$ 129,879	\$ 132,477	\$ 135,126
13	575-625	\$ 92,601	\$ 94,453	\$ 96,342	\$ 98,269	\$ 100,234	\$ 102,239	\$ 104,284	\$ 106,369	\$ 108,497	\$ 110,667	\$ 112,880	\$ 115,138	\$ 117,440	\$ 119,789	\$ 122,185
12	550-575	\$ 85,546	\$ 87,257	\$ 89,002	\$ 90,782	\$ 92,598	\$ 94,450	\$ 96,339	\$ 98,265	\$ 100,231	\$ 102,235	\$ 104,280	\$ 106,366	\$ 108,493	\$ 110,663	\$ 112,876
11	500-550	\$ 79,805	\$ 81,401	\$ 83,029	\$ 84,690	\$ 86,383	\$ 88,111	\$ 89,873	\$ 91,671	\$ 93,504	\$ 95,374	\$ 97,282	\$ 99,227	\$ 101,212	\$ 103,236	\$ 105,301
10	450-500	\$ 75,128	\$ 76,631	\$ 78,164	\$ 79,727	\$ 81,321	\$ 82,948	\$ 84,607	\$ 86,299	\$ 88,025	\$ 89,785	\$ 91,581	\$ 93,413	\$ 95,281	\$ 97,187	\$ 99,130
9	425-450	\$ 69,129	\$ 70,512	\$ 71,922	\$ 73,361	\$ 74,828	\$ 76,325	\$ 77,851	\$ 79,408	\$ 80,996	\$ 82,616	\$ 84,268	\$ 85,954	\$ 87,673	\$ 89,426	\$ 91,215
8	400-425	\$ 66,383	\$ 67,711	\$ 69,065	\$ 70,446	\$ 71,855	\$ 73,292	\$ 74,758	\$ 76,253	\$ 77,778	\$ 79,334	\$ 80,920	\$ 82,539	\$ 84,190	\$ 85,873	\$ 87,591
7	350-400	\$ 60,285	\$ 61,490	\$ 62,720	\$ 63,975	\$ 65,254	\$ 66,559	\$ 67,890	\$ 69,248	\$ 70,633	\$ 72,046	\$ 73,487	\$ 74,956	\$ 76,456	\$ 77,985	\$ 79,544
6	325-350	\$ 55,978	\$ 57,098	\$ 58,240	\$ 59,405	\$ 60,593	\$ 61,805	\$ 63,041	\$ 64,302	\$ 65,588	\$ 66,899	\$ 68,237	\$ 69,602	\$ 70,994	\$ 72,414	\$ 73,862
5	300-325	\$ 53,969	\$ 55,048	\$ 56,149	\$ 57,272	\$ 58,418	\$ 59,586	\$ 60,778	\$ 61,993	\$ 63,233	\$ 64,498	\$ 65,788	\$ 67,103	\$ 68,446	\$ 69,814	\$ 71,211
4	250-300	\$ 52,533	\$ 53,584	\$ 54,655	\$ 55,748	\$ 56,863	\$ 58,001	\$ 59,161	\$ 60,344	\$ 61,551	\$ 62,782	\$ 64,037	\$ 65,318	\$ 66,625	\$ 67,957	\$ 69,316
3	200-250	\$ 49,950	\$ 50,949	\$ 51,968	\$ 53,007	\$ 54,067	\$ 55,149	\$ 56,252	\$ 57,377	\$ 58,524	\$ 59,695	\$ 60,889	\$ 62,106	\$ 63,349	\$ 64,615	\$ 65,908
2	150-200	\$ 46,505	\$ 47,435	\$ 48,383	\$ 49,351	\$ 50,338	\$ 51,345	\$ 52,372	\$ 53,419	\$ 54,488	\$ 55,577	\$ 56,689	\$ 57,823	\$ 58,979	\$ 60,159	\$ 61,362
1	0-150	Reserved for Seasonal, Interns or LTEs)														

Grade	Internal Range	Hiring Range														
		Minimum	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Max
16	700+	\$ 56.81	\$ 57.94	\$ 59.10	\$ 60.28	\$ 61.49	\$ 62.72	\$ 63.97	\$ 65.25	\$ 66.56	\$ 67.89	\$ 69.25	\$ 70.63	\$ 72.05	\$ 73.49	\$ 74.96
15	675-700+	\$ 53.27	\$ 54.34	\$ 55.43	\$ 56.53	\$ 57.66	\$ 58.82	\$ 59.99	\$ 61.19	\$ 62.42	\$ 63.67	\$ 64.94	\$ 66.24	\$ 67.56	\$ 68.91	\$ 70.29
14	625-675	\$ 49.23	\$ 50.22	\$ 51.22	\$ 52.25	\$ 53.29	\$ 54.36	\$ 55.45	\$ 56.56	\$ 57.69	\$ 58.84	\$ 60.02	\$ 61.22	\$ 62.44	\$ 63.69	\$ 64.96
13	600-625	\$ 44.52	\$ 45.41	\$ 46.32	\$ 47.24	\$ 48.19	\$ 49.15	\$ 50.14	\$ 51.14	\$ 52.16	\$ 53.21	\$ 54.27	\$ 55.35	\$ 56.46	\$ 57.59	\$ 58.74
12	550-600	\$ 41.13	\$ 41.95	\$ 42.79	\$ 43.65	\$ 44.52	\$ 45.41	\$ 46.32	\$ 47.24	\$ 48.19	\$ 49.15	\$ 50.13	\$ 51.14	\$ 52.16	\$ 53.20	\$ 54.27
11	500-550	\$ 38.37	\$ 39.14	\$ 39.92	\$ 40.72	\$ 41.53	\$ 42.36	\$ 43.21	\$ 44.07	\$ 44.95	\$ 45.85	\$ 46.77	\$ 47.71	\$ 48.66	\$ 49.63	\$ 50.63
10	450-500	\$ 36.12	\$ 36.84	\$ 37.58	\$ 38.33	\$ 39.10	\$ 39.88	\$ 40.68	\$ 41.49	\$ 42.32	\$ 43.17	\$ 44.03	\$ 44.91	\$ 45.81	\$ 46.72	\$ 47.66
9	425-450	\$ 33.24	\$ 33.90	\$ 34.58	\$ 35.27	\$ 35.97	\$ 36.69	\$ 37.43	\$ 38.18	\$ 38.94	\$ 39.72	\$ 40.51	\$ 41.32	\$ 42.15	\$ 42.99	\$ 43.85
8	400-425	\$ 31.91	\$ 32.55	\$ 33.20	\$ 33.87	\$ 34.55	\$ 35.24	\$ 35.94	\$ 36.66	\$ 37.39	\$ 38.14	\$ 38.90	\$ 39.68	\$ 40.48	\$ 41.29	\$ 42.11
7	350-400	\$ 28.98	\$ 29.56	\$ 30.15	\$ 30.76	\$ 31.37	\$ 32.00	\$ 32.64	\$ 33.29	\$ 33.96	\$ 34.64	\$ 35.33	\$ 36.04	\$ 36.76	\$ 37.49	\$ 38.24
6	325-350	\$ 26.91	\$ 27.45	\$ 28.00	\$ 28.56	\$ 29.13	\$ 29.71	\$ 30.31	\$ 30.91	\$ 31.53	\$ 32.16	\$ 32.81	\$ 33.46	\$ 34.13	\$ 34.81	\$ 35.51
5	300-325	\$ 25.95	\$ 26.47	\$ 26.99	\$ 27.53	\$ 28.09	\$ 28.65	\$ 29.22	\$ 29.80	\$ 30.40	\$ 31.01	\$ 31.63	\$ 32.26	\$ 32.91	\$ 33.56	\$ 34.24
4	250-300	\$ 25.26	\$ 25.76	\$ 26.28	\$ 26.80	\$ 27.34	\$ 27.88	\$ 28.44	\$ 29.01	\$ 29.59	\$ 30.18	\$ 30.79	\$ 31.40	\$ 32.03	\$ 32.67	\$ 33.33
3	200-250	\$ 24.01	\$ 24.49	\$ 24.98	\$ 25.48	\$ 25.99	\$ 26.51	\$ 27.04	\$ 27.58	\$ 28.14	\$ 28.70	\$ 29.27	\$ 29.86	\$ 30.46	\$ 31.07	\$ 31.69
2	150-200	\$ 22.36	\$ 22.81	\$ 23.26	\$ 23.73	\$ 24.20	\$ 24.69	\$ 25.18	\$ 25.68	\$ 26.20	\$ 26.72	\$ 27.25	\$ 27.80	\$ 28.36	\$ 28.92	\$ 29.50
1	0-150	Reserved for Seasonal, Interns or LTEs)														







**Knowledge & Education****20**

- 7 MPA/MBA/MA/MS/JD
- 6 BA/S+
- 5 BA/S
- 4 AS +
- 3 AS or equivalent
- 2 HS+
- 1 HS

**Experience****20**

- 7 7+ years progressive (2 promotions)
- 6 5+ years progressive (2 promotions)
- 5 5+ years progressive (1 promotion)
- 4 3+ years progressive (1 promotion)
- 3 2-5 years
- 2 1 year
- 1 none

**Job Complexity****20**

- 8 Extensive Scope/Highly Complex/Non-Routine
- 7 Broad Scope/Highly Complex/Non-Routine
- 6 Medium Scope/Highly Complex/Non-Routine
- 5 Medium Scope/Somewhat Complex/Non-Routine
- 4 Medium Scope/Somewhat Complex/Somewhat routine
- 3 Limited Scope/Somewhat Complex/Somewhat Routine
- 2 Limited Scope/Non-Complex/Somewhat Routine
- 1 Limited Scope/Non-Complex/routine

**Supervision Exercised****10**

- 7 Department Heads
- 6 Managers/Superintendents/Supervisors
- 5 Subordinates 6+
- 4 Subordinates 4+
- 3 Subordinates 1-3
- 2 Indirect/Limited Supervision

**Supervision Received****10**

- 7 Board Direction/Latitude
- 6 Board/Manager Direction/Latitude
- 5 Manager Direction/Latitude
- 4 Department Head Direction/Latitude
- 3 Department Head Direction/Limited Latitude
- 2 Supervisor Direction/Latitude
- 1 Supervisor Direction/Limited Latitude

**Consequences of Decisions****10**

- 7 Broad/High Impact/No Check
- 6 Somewhat Broad/High Impact/No Check
- 5 Somewhat Broad/Medium Impact/Limited Check
- 4 Somewhat Broad/Medium Impact/High Check
- 3 Narrow/Medium Impact/Limited Check
- 2 Narrow/Low Impact/Limited Check
- 1 Narrow/Low Impact/High Check

**Interaction with Others****5**

- 7 Diverse/Initiated and Received/Complex
- 6 Diverse/Initiated and Received/Somewhat Complex
- 5 Somewhat Diverse/Initiated and Received/Complex
- 4 Somewhat Diverse/Initiated and Received/Somewhat Complex
- 3 Not Diverse/Initiated and Received/Somewhat Complex
- 2 Not Diverse/Initiated and Received/Routine
- 1 Not Diverse/Received/Routine

**Work Environment****5**

- 7 Regular Environment with High Physical Demands
- 6 Regular Environment with Uncertain Level of Risk
- 5 Occasional Environment with Uncertain Level of Risk/Outdoor Environment with Moderate Physical Demands
- 4 Indoor Environment with Moderate Physical Demands
- 3 Indoor Environment with Constant and/or Unpredictable Workflow
- 2 Indoor/Outdoor Environment with Limited Physical Demands and/or Limited Exposure to Adverse Weather Conditions
- 1 Office Environment with No Physical Demands

**APPENDIX C – 2023-2028 Observed Holidays**

**APPENDIX C**  
**VILLAGE OF ASHWAUBENON**  
Observed Holidays  
2023-2028

<b>2023 Holidays</b>	<b>Office 37.5</b>	<b>Office 40</b>	<b>Field 40</b>	<b>.6 FTE of 37.5</b>
Monday, January 2 (New Year's Day)	7.5	8	8	4.50
Monday, May 29 (Memorial Day)	8.5	9	9	5.10
Tuesday, July 4 (Independence Day)	8.5	9	9	5.10
Monday, September 4 (Labor Day)	7.5	8	8	4.50
Thursday, November 23 (Thanksgiving)	7.5	8	8	4.50
Friday, November 24 (Day After Thanksgiving)	7.5	8	8	4.50
Friday, December 22	7.5	8	8	4.50
Monday, December 25	7.5	8	8	4.50
<b>Total Holiday Hours:</b>	<b>62</b>	<b>66</b>	<b>66</b>	<b>37</b>

<b>2026 Holidays</b>	<b>Office 37.5</b>	<b>Office 40</b>	<b>Field 40</b>	<b>.6 FTE of 37.5</b>
Thursday, January 1 (New Year's Day)	8.5	9	8.5	5.10
Monday, May 25 (Memorial Day)	8.5	9	8.5	5.10
Friday, July 3 (Independence Day)	3.5	4	6	2.10
Monday, September 7 (Labor Day)	8.5	9	8.5	5.10
Thursday, November 26 (Thanksgiving)	8.5	9	8.5	5.10
Friday, November 27 (Day After Thanksgiving)	3.5	4	6	2.10
Thursday, December 24	8.5	9	8.5	5.10
Friday, December 25	3.5	4	6	2.10
<b>Total Holiday Hours:</b>	<b>53</b>	<b>57</b>	<b>60.5</b>	<b>32</b>

<b>2024 Holidays</b>	<b>Office 37.5</b>	<b>Office 40</b>	<b>Field 40</b>	<b>.6 FTE of 37.5</b>
Monday, January 1 (New Year's Day)	8.5	9	8.5	5.10
Monday, May 27 (Memorial Day)	8.5	9	8.5	5.10
Thursday, July 4 (Independence Day)	8.5	9	8.5	5.10
Monday, September 2 (Labor Day)	8.5	9	8.5	5.10
Thursday, November 28 (Thanksgiving)	8.5	9	8.5	5.10
Friday, November 29 (Day After Thanksgiving)	3.5	4	6	2.10
Tuesday, December 24	8.5	9	8.5	5.10
Wednesday, December 25	8.5	9	8.5	5.10
<b>Total Holiday Hours:</b>	<b>63</b>	<b>67</b>	<b>65.5</b>	<b>38</b>

<b>2027 Holidays</b>	<b>Office 37.5</b>	<b>Office 40</b>	<b>Field 40</b>	<b>.6 FTE of 37.5</b>
Friday, January 1 (New Year's Day)	3.5	4	6	2.10
Monday, May 31 (Memorial Day)	8.5	9	8.5	5.10
Monday, July 5 (Independence Day)	8.5	9	8.5	5.10
Monday, September 6 (Labor Day)	8.5	9	8.5	5.10
Thursday, November 25 (Thanksgiving)	8.5	9	8.5	5.10
Friday, November 26 (Day After Thanksgiving)	3.5	4	6	2.10
Friday, December 24	3.5	4	6	2.10
Monday, December 27	8.5	9	8.5	5.10
<b>Total Holiday Hours:</b>	<b>53</b>	<b>57</b>	<b>60.5</b>	<b>32</b>

<b>2025 Holidays</b>	<b>Office 37.5</b>	<b>Office 40</b>	<b>Field 40</b>	<b>.6 FTE of 37.5</b>
Wednesday, January 1 (New Year's Day)	8.5	9	8.5	5.10
Monday, May 26 (Memorial Day)	8.5	9	8.5	5.10
Friday, July 4 (Independence Day)	3.5	4	6	2.10
Monday, September 1 (Labor Day)	8.5	9	8.5	5.10
Thursday, November 27 (Thanksgiving)	8.5	9	8.5	5.10
Friday, November 28 (Day After Thanksgiving)	3.5	4	6	2.10
Wednesday, December 24	8.5	9	8.5	5.10
Thursday, December 25	8.5	9	8.5	5.10
<b>Total Holiday Hours:</b>	<b>58</b>	<b>62</b>	<b>63</b>	<b>35</b>

<b>2028 Holidays</b>	<b>Office 37.5</b>	<b>Office 40</b>	<b>Field 40</b>	<b>.6 FTE of 37.5</b>
Friday, December 31 (New Year's Day)	3.5	4	6	2.10
Monday, May 29 (Memorial Day)	8.5	9	8.5	5.10
Tuesday, July 4 (Independence Day)	8.5	9	8.5	5.10
Monday, September 4 (Labor Day)	8.5	9	8.5	5.10
Thursday, November 23 (Thanksgiving)	8.5	9	8.5	5.10
Friday, November 24 (Day After Thanksgiving)	3.5	4	6	2.10
Friday, December 22	3.5	4	6	2.10
Monday, December 25	8.5	9	8.5	5.10
<b>Total Holiday Hours:</b>	<b>53</b>	<b>57</b>	<b>60.5</b>	<b>32</b>