



CITY OF MAYVILLE PERSONNEL COMMITTEE  
MEETING AGENDA  
JUNE 22, 2026  
6:00 PM  
MAYVILLE CITY HALL  
15 S. SCHOOL STREET

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1. CALL TO ORDER AND ROLL CALL

2. CITIZEN COMMENTS

Citizen Comments are to be kept to a maximum of five minutes per speaker unless the chairperson allows an extension of time. Each citizen is to make comments at the podium after stating name and address. Each citizen may comment only one time per public hearing / meeting.

3. APPROVAL OF MINUTES

3.1. Approval of Minutes of the May 26, 2026, Personnel Committee Meeting

4. DISCUSS WITH POSSIBLE ACTION

4.1. Discuss, with Possible Recommendations, Updates to the City of Mayville Employee Handbook

4.2. Discuss, with Possible Action, Payout for N. DeBaker

5. ADJOURNMENT

Ald. Kim Olson, Presiding Officer

*Personnel Committee Meeting to Commence at 6:00PM, or Immediately Following the Finance Committee Meeting.*

NOTE: Persons with disabilities requiring special accommodations for attendance at the meeting should contact City Hall at least one (1) business day prior to the meeting.



CITY OF MAYVILLE PERSONNEL COMMITTEE  
MEETING MINUTES  
MAY 26, 2026  
6:00 PM  
MAYVILLE CITY HALL

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**1. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 07:18 PM by Ald. Olson, with the following roll call:

Present: Ald. Kim Olson, Ald. Mary Winter, Ald. Jason Buske

Excused: None

Absent: None

Staff present: Police Chief Ryan Toellner, Police Lieutenant Jeremy Johnson, Fire Chief Geoffrey Engel, EMS Director Julie Staffin, Assistant EMS Director Devin Sellnow, Library Director Bradford Ney, TAG Director Jessica Loomans, DPW/Parks Director Jake Schellpfeffer, Clerk/Executive Assistant Anastasia Gonstead.

**2. CITIZEN COMMENTS**

None

**3. APPROVAL OF MINUTES**

**3.1. Approval of Minutes of the April 27, 2026, Personnel Committee Meeting**

The motion to approve the minutes of the April 27, 2026, Personnel Committee Meeting was made by Ald. Winter and seconded by Ald. Olson

Ayes: Ald. Winter, Ald. Olson

Nays: None

Abstain: Ald. Buske

Vote Count: 2 - 0

Motion has Passed

**4. DISCUSS WITH POSSIBLE ACTION**

**4.1. Update on Recruitment Process for a New Comptroller/Treasurer**

Clerk/Executive Assistant Gonstead provided the Committee with an overview of possibilities for filling the vacated Comptroller/Treasurer position, as well as how duties will be covered in the interim.

**5. ADJOURNMENT**

The motion to adjourn the meeting was made by Ward 5 Alderperson and seconded by Ward 4 Alderperson.

Ayes: Ward 4 Alderperson, Ward 6 Alderperson, Ward 5 Alderperson

Nays: None

Vote Count: 3 - 0

Motion has Passed. The Personnel Committee meeting was adjourned at 7:20PM.

Respectfully submitted by Anastasia Gonstead - Clerk/Executive Assistant

Approved ~~August~~ \_\_\_\_\_, ~~2020~~2025

EMPLOYEE ACKNOWLEDGMENT

I have received a copy of the City of Mayville Employee Policy and Procedures Personnel Manual. I have read and I understand its contents. I acknowledge that it is my responsibility to ask questions about anything I do not understand.

I understand that it is my responsibility to comply with all City policies, rules, and expectations as set forth in this Manual, as well as policies, rules and expectations that the City may otherwise establish or change from time to time. I further understand and acknowledge that while this Manual provides guidelines and information, ~~but this Manual~~it is not, nor is it intended to constitute, an employment contract of any kind. I understand that any contract or employment agreement must be authorized and approved by the ~~City of Mayville~~Common Council at a duly- noticed meeting. ~~I acknowledge that I have not entered into any such individual agreement or contract by acknowledging receipt of this Manual or by following any of the provisions of this Manual~~Absent such an employment contract, my employment is at-will. I understand that the contents of this Manual and my compensation and benefits may be changed by the City at any time, with or without notice to the extent permitted by law.

\_\_\_\_\_  
Employee's Name (Please Print Clearly)

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

\_\_\_\_\_  
Date

After you have read and signed this page, please detach the page from the Manual and return to City Hall for placement in the personnel file.

## **Section #1 – Introduction of Basic Principles**

### **1.1 General Purpose:**

The general purpose of these policies is to establish ~~a system of personnel administration that meets the social, economic and program needs~~ guidelines for the employees of the City of Mayville (the “City”). ~~This system shall provide means to recruit, select, develop and maintain an effective and responsible work force, and shall include policies and procedures for employee hiring and advancement, training and career development, job classification, salary administration, retirement, fringe benefits, discipline, discharge and other related activities. These policies are to ensure consistent personnel practices designed to utilize most effectively the human resources of the City in the achievement of its goals and objectives. It is the policy of the City to fill vacancies with the best qualified candidates. Opportunity for employment will be open to any person, who, on the basis of merit (ability), can present satisfactory evidence of qualifications for the position~~ These guidelines address various issues relevant to City employees, but cannot and will not address all possible issues that may arise in the course of employment.

The City has the right to promulgate rules and regulations. The rules and regulations regarding expectations of conduct ~~of employees~~ apply to all employees, including police ~~unionized~~ union personnel. To the extent this manual conflicts with language in an applicable collective bargaining agreement, the collective bargaining agreement shall control.

**~~\*\*Items marked with the \*\* are for all City of Mayville Employees.~~**

### **1.2 Disclaimer Statement:**

This employee manual has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. Employment with the City is at-will and not for any definite period of time. You or the City may terminate your employment at any time, for any reason or no reason, with or without advance notice.

The provisions set forth in this manual may be altered, modified, changed, or eliminated at any time by the City with or without notice. The City reserves the right to modify, remove, cancel, or suspend any benefit described in this manual. Only the City may alter or modify any of the provisions in this manual. No statement or promise by a supervisor, manager, or department head constitutes or should be interpreted as constituting a change in policy or an agreement with any employee. This employee manual supersedes any and all previous handbooks, statements, policies, procedures, rules, or regulations given to employees, whether verbal or written.

### **1.3 Rights and Responsibilities of the Employer:**

Certain rights and responsibilities are imposed upon the City by state and federal law, rules, legislation, and court decisions. Many of these have implications upon the policies and procedures

which govern our employees. For this reason, a summary of the basic rights and responsibilities of the City might be helpful. These rights and responsibilities include, but are not limited to, the following:

- To manage the employees of the City including the hiring, promotion, schedule, transfer, assignment or retention of employees in positions with the City, and to establish work rules;
- to establish and alter employment policies and procedures, including those set forth in this manual;
- to suspend, discharge or take other appropriate disciplinary action, when necessary;
- to schedule overtime work as required, consistent with the ~~requirements~~operational needs of the City;
- to develop job descriptions ~~which act as a guideline and not a rigid limitation to~~guide each position's duties and responsibilities;
- to assign employees to specific duties;
- to introduce new or improved methods or facilities or to change existing methods or facilities;
- to fulfill the City's obligations in contracting out for matters relating to its operation; and
- any other right or responsibility the City may have by law or otherwise.

#### 1.4 Non-Discrimination ~~\*\*~~/EEO Statement:

The City of Mayville does not discriminate because of race, creed, age, sex, color, national origin, ancestry, handicap or disability, marital status, citizenship status, veteran status, sexual orientation, gender identity, ancestry, religious, arrest or conviction record, marital status, union or political affiliation, military service, use or nonuse of lawful products outside of work hours, or any other characteristic protected by law. This applies to all employment decisions, including but not limited to, hiring, promotion, demotion, lateral reassignments, transfer, recruitment, layoff, terminations, rates of pay or other compensation, selection for training or any other benefit.

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

## 1.5 Anti-Harassment and Anti-Retaliation ~~Policy~~<sup>\*\*</sup>:

The City is committed to maintaining a work environment that is free of harassment and discrimination. In keeping with this commitment, ~~we~~the City will not tolerate harassment of City employees by anyone, including any supervisor, co-worker, vendor, client or customer of the City.

~~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, religion, national origin, age, physical handicap, medical condition, disability, marital status, veteran status, citizenship status, sexual orientation, arrest record, conviction record or other protected group status. The City will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile or offensive working environment.~~

~~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:~~

- ~~1. Acquiescence in or submission to such conduct is an explicit or implicit term or condition of employment;~~
- ~~2. An individual's acquiescence in, submission to or rejection of such conduct becomes the basis for employment decisions affecting that individual; or~~
- ~~3. 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.~~

~~Sexual harassment may include, but is not limited to explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented kidding or teasing, practical jokes, jokes about gender-specific traits, foul or obscene language or gesture, display of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another's body.~~

It is the policy of the City that all employees have the right to work in an environment free of all forms of harassment. The City will not tolerate, condone, or allow harassment or discrimination by any employee or other non-employees who conduct business with the City. The City considers harassment and discrimination of others to be forms of serious employee misconduct. Therefore, the City shall take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment and discrimination. A Violation of this City policy can lead to discipline up to and including termination, with repeated violations, even if "minor," resulting in greater levels of discipline as appropriate. The purpose is to maintain a healthy work environment in which all individuals are treated with respect and dignity and to provide procedures for reporting, investigating, and resolving complaints of harassment and discrimination.

All employees are responsible for helping to assure that we avoid harassment. If you feel that you have experienced or witnessed harassment, you are to immediately notify your Department Head, the Mayor, or any member of the Personnel Committee. The City forbids retaliation against anyone who has reported harassment.

The City's policy is to investigate all such complaints thoroughly and promptly and take all appropriate action that may be necessary to end the harassment and prevent this misconduct from reoccurring. There will be no reprisals against the employee for making the report; however, false accusations will result in disciplinary action. All reports of harassment will be promptly and immediately investigated by the Mayor, or his/her designee, and/or Police Department. If the complaint involves the Mayor, the Personnel Committee, or its designee, will investigate the complaint.

To the fullest extent practicable, the City will keep complaints and the terms of their resolution confidential. If an investigation confirms that harassment has occurred, the City will take corrective action, up to and including immediate termination of employment, as is appropriate.

## 1.6 Harassment and Discrimination Procedures

### 1. Prohibited Activity Defined

- a. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
  - i. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
  - ii. Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or
  - iii. Such conduct has the purpose or effect of unreasonable interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.
  - iv. Sexual harassment may include, but is not limited to explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented kidding or teasing, practical jokes, jokes about gender-specific traits, foul or obscene language or gesture, display of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another's body.
- b. Harassment is any verbal, written, visual, or physical act that creates a hostile, intimidating, or offensive work environment or interferes with an individual's job performance based on that individual's membership in a protected class.
  - i. No employee shall either explicitly or implicitly ridicule, mock, deride, or belittle any person.
  - ii. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race, color, sex,

religion, age, disability, marital status, sexual orientation, national origin, and other forms of discrimination prohibited by the Wisconsin Fair Employment Act. Such harassment is a prohibited form of discrimination under state and federal employment law and/or is also considered misconduct subject to disciplinary action by the City.

c. Discrimination pertains to any adverse action in the workplace based upon an employee's race, creed, age, sex, color, national origin, ancestry, handicap or disability, marital status, citizenship status, veteran status, sexual orientation, gender identity, ancestry, religious, arrest or conviction record, marital status, union or political affiliation, military service, use or nonuse of lawful products outside of work hours, or any other characteristic protected by law.

i. This applies to all employment decisions, including but not limited to, hiring, promotion, demotion, lateral reassignments, transfer, recruitment, layoff, terminations, rates of pay or other compensation, selection for training or any other benefit.

2. Covered Individuals. Individuals covered under this policy include employees and applicants for employment, volunteers, members of the public, elected officials, and appointed boards and commissions.

3. Supervisory Responsibilities.

a. Each Supervisor shall be responsible for preventing prohibited activities as defined above by:

i. Monitoring the work environment on a daily basis for signs that harassment may be occurring.

ii. Training and counseling all employees on what constitute harassment and sexual harassment, on the types of behavior prohibited, and the City's policy and procedures for reporting and resolving complaints of harassment.

iii. Stopping any observation that may be considered harassment, and taking appropriate steps to intervene, whether or not the involved employees are within his/her line of supervision; and

iv. Taking immediate action to prevent retaliation toward the complaining party or witnesses and to eliminate the hostile work environment where there has been a complaint of harassment pending investigation. If a situation requires separation of the parties, care should be taken to avoid actions that appear to punish the complainant. Transfer or reassignment of

any of the parties involved should be voluntary if possible and, if involuntary, should be temporary pending the outcome of the investigation.

- b. Each Supervisor has the responsibility to assist any employee of the City who comes to that Supervisor with a complaint of harassment in documenting and filing a complaint with the internal investigation authority as designated by the City.
- c. Failing to carry out these responsibilities will be considered in any performance appraisal (evaluation) or promotional decision and may be grounds for discipline up to and including termination.

4. Employee Responsibilities. Each employee of the City is responsible for assisting in the prevention of harassment through the following acts:

- a. Refraining from participating in or encouraging action that could be perceived as harassment.
- b. Reporting acts of harassment to a supervisor; and
- c. Encouraging any employee who confides that he/she is being harassed or discriminated against to report these acts to a supervisor.

5. Complaint Procedure.

- a. Initial Contact. Any employee encountering harassment is encouraged, but not required, to inform the person that his/her actions are unwelcome and offensive. This initial contact can be either verbal or in writing. The employee is to document all incidents of harassment in order to provide the fullest basis for investigation.
  - b. Report to Supervisor. An employee who is unable to stop the harassment by speaking to the individual, and who believes that he/she is being harassed, shall report the incident(s) as soon as possible to his/her Supervisor so that steps may be taken to protect the employee from further harassment, and so that appropriate investigative and disciplinary measures may be initiated. Where doing so is not practical, the employee may, instead, file a written complaint with the City Attorney, City Administrator, or Mayor. Failure of any Supervisor or other person to whom the complaint is given to carry out the above responsibilities will be considered in any performance appraisal or promotional decision and may be grounds for discipline.
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- c. Internal Investigation.
  - i. The Supervisor or other person to whom a complaint is given shall meet with the employee within 24-hours of receiving a complaint, or as soon as reasonably practicable, and document the incident(s) complained of, the person(s) performing or participating in the harassment, any witnesses to the incident(s), and the date(s) on which the alleged harassment occurred. If the Supervisor or other person to whom a complaint is given does not feel qualified to meet with the employee or feels there may be a conflict with meeting with the employee, the Supervisor must immediately notify the City Administrator or City Attorney.
  - ii. The Supervisor or other person to whom a complaint is given must immediately notify the City Administrator, City Attorney, and Chief of Police if the complaint contains evidence of criminal activity such as, but not limited to, stalking, criminal harassment, battery, rape, or attempted rape.
  - iii. After documenting the information regarding the complaint, the Supervisor must provide the documentation to the City Administrator and the City Attorney.
  - iv. Upon receipt of the documentation, the City Administrator will appoint an internal Investigation Authority who will be responsible for investigating the complaint.
  - v. The Internal Investigation Authority will consist of, at minimum, the City Attorney.
  - vi. The investigation shall include a determination of whether the allegations are true to a reasonable degree of certainty; whether other employees are being harassed by the person to a reasonable degree of certainty; and whether other employees participated in or encouraged the harassment to a reasonable degree of certainty.
  - vii. If the Internal Investigative Authority finds that there is reason to believe an employee violated this policy, the City Attorney will notify the City Administrator and the City Administrator shall determine what form of discipline shall be warranted, up to and including termination. If the person alleged to have violated this policy is not an employee, the City Administrator shall consult with the City Attorney about what action may be taken against the person.
  - viii. If the Internal Investigation Authority finds that the allegation is not sustained to a reasonable degree of certainty, or does not rise to the level of being a violation of this policy, no further action shall be taken by the

Internal Investigative Authority beyond informing the employee who made the complaint and the individual accused of the behavior of the outcome of the investigation.

- d. Records. A file of harassment and discrimination complaints shall be maintained in a secure location with the City Attorney, including the investigative summaries and notes from investigations. The City Administrator shall be provided with an annual summary of these complaints.
- e. Confidentiality. The complaining party's confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances and to the extent permitted under the Wisconsin Public Records Law.

6. Retaliation.

- a. Retaliation against any employee for filing a harassment or discrimination complaint, or for assisting, testifying, or participating in the investigation of such a complaint, is illegal and is prohibited by this City and by Federal and State Statutes.
- b. Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for harassment and discrimination complaints.
- c. Monitoring to ensure that retaliation does not occur is the responsibility of the City Administrator, Supervisors, Department Heads, and the Internal Investigation Authority.

7. Definitions.

- a. **Verbal Sexual Harassment:** Sexual innuendoes, degrading or suggestive comments, repeated pressure for dates, jokes of a sexual nature, unwelcome sexual flirtations, degrading words used to describe an individual. Obscene and/or graphic descriptions of an individual's body or threats that job, wages, assignments, promotions, or working conditions could be affected if the individual does not agree to a suggested sexual relationship.
- b. **Non-Verbal Sexual Harassment:** Sexually suggestive or offensive objects or pictures, inappropriate usage of voicemail, e-mail, the internet or other such sources as a means to express or obtain sexual material, comments, etc., printed or written materials including offensive cartoons, suggestive or offensive sounds, whistling, catcalls, or obscene gestures; and material which inappropriately raises the issues of sex or discrimination, treating an

employee differently than other employees when they have refused an offer of sexual relations.

c. **Physical Sexual Harassment:** Unsolicited or unwelcome physical contact of a sexual nature, which may include touching, hugging, massaging, kissing, pinching, patting, or regularly brushing against the body of another person.

d. **Other Forms of Harassment:** Persistent and unwelcome conduct or actions on the basis of disability, age, sex arrests or conviction record, a marital status, religion, race, creed, color, national origin, ancestry, sexual orientation, membership in the military reserve or use of nonuse of lawful products away from work and other forms of discrimination prohibited by the Wisconsin Fair Employment Act.

e. **Harassment on Any Basis (race, sex, age, disability, etc.) Exists Whenever:** (i) Submission to harassing conduct, either explicitly or implicitly, is made a term or condition of an individual’s employment; and/or (ii) Submission to or rejection of such conduct is used as the basis for an employment decision affecting an individual; and/or (iii) The conduct interferes with an employee’s work or creates an intimidating, hostile, or offensive work environment.

f. **Unwelcome Conduct:** Conduct is unwelcome whenever the person subjected to it considers it unwelcome. The conduct may be unwelcome even though the victim voluntarily engages in it to avoid adverse treatment.

**1.7 ~~1.6~~ Americans With Disabilities Act:**

The City complies fully with the Americans with Disabilities Act. An employee who is a qualified individual under the ADA will be provided with reasonable accommodation that allows the employee to perform the essential functions of the employee’s job unless such accommodation creates an undue burden on the City or poses a direct threat to the safety of the employee or others. If you believe you may need a reasonable accommodation, please make your supervisor or the Mayor or the Mayor’s designee aware of your request. We will work with you to engage in the interactive process.

**1.8 ~~1.7~~ Drug Free and Alcohol Free Work Place Policy\*\*:**

It is the policy of the City of Mayville to provide a drug-free workplace for all of its employees. The City requires that employees neither use, possess, sell, exchange, nor be under the influence of drugs, intoxicants, alcohol, narcotics or any other controlled substance(s) in the workplace and that a zero -tolerance standard shall prevail in the workplace. The City of Mayville recognizes the importance of maintaining a safe, efficient and ~~healthful~~healthy workplace, as well as the social responsibility to provide assistance to its employees. Therefore, employees are required to report

to work free from any alcohol or controlled substances that could inhibit their ability to perform their duties.

Medications prescribed by a physician may be possessed and used on premises during working hours by the employee for whom they were prescribed, as long as they have been legally prescribed for the employee, are kept in the original container and are used in strict accordance with the prescription intended dosage and purpose. Employees who take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, should inform their supervisor if they believe the medication will impair their job performance, their own safety, the safety of others, or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication.

The City of Mayville encourages any employee with who may have a drug and/or alcohol problem to seek professional assistance before such problem becomes a workplace issue. ~~Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in rehabilitation or treatment program through health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all policies, rules and prohibitions relating to the conduct in the workplace; If medically necessary, an employee may request a leave of absence in order to undergo a drug or alcohol treatment program to the extent consistent with state and if granting the federal~~ leave ~~will not cause any undue hardship~~ laws.

Although the City of Mayville has no intention of requiring regular drug or alcohol tests after pre-employment screening, unless required for a CDL License ~~or pre-employment~~, the City does reserve the right to require an employee to submit body substance samples (such as hair, urine, breath, and/or blood) to test for the presence of drugs or alcohol if the City determines that there is reasonable suspicion that the employee is under the influence of drugs or alcohol or has otherwise violated this policy. All testing will be ~~done~~ performed in a fair and respectful manner and in accordance with any applicable federal, state, or local laws, and established City protocols. An employee's refusal to take the test or an employee's delay in taking the test ~~is~~ may be grounds for termination.

### 1.9 ~~1.8~~ Smoking and Smokeless Tobacco <sup>\*\*</sup>:

Smoking, including the use of e-cigarettes, and smokeless tobacco are not permitted at any time inside the City's buildings or vehicles. The designated smoking area at City Hall is the outside area by the Police Department Garage.

### 1.10 ~~1.9~~ Immigration Reform Act Notice <sup>\*\*</sup>:

It is our policy only to employ persons who are legally eligible to work in the United States.

The Immigration Reform and Control Act of 1986 requires that the City verify the identity and the work eligibility of all persons ~~hired after November 6, 1986. This law will be enforced by the Immigration and Naturalization Service (and other government agencies) and any~~ employed. Each employee ~~hired hereafter~~ will be required to sign complete a verification form (Form I-9) and

furnish both proof of identity (~~normally a driver's license or state identification card~~), and proof of eligibility to work in the United States (~~normally a social security card or birth certificate~~) within three days of beginning employment with the City. If a new or rehired former employee is unable to provide the necessary documentation within three working days from the date of hire, he/she must provide proof that he/she has applied for the required documents. If this is not provided, the employee will be terminated.

**1.11 ~~1.10~~ Nepotism\*\*:**

No employee will hold a job over which a member of his/her immediate family member exercises supervisory authority. The immediate family will be defined as mother, father, brother, sister, son, daughter, spouse, employee's mother-in-law, father-in-law, brothers-in-law, sisters-in-law, and the grandparents and grandchildren of the employee and the employee's spouse.

**1.12 ~~1.11~~ Gifts and Gratuities\*\*:**

Employees are expected to follow Municipal Code Section 105-3 Section G, subsection 1, which states:

- —No employee or official of the City shall receive or offer to receive, directly or indirectly, any gift, gratuity or anything of value in excess of \$15 which he is not authorized to receive from any person if such person is:
  1. Has or is seeking to obtain contractual or other business or financial relationship with the City or the Council; or
  2. Conducts operations or activities which are regulated by the City or the Council; or
  3. Has an interest which may be substantially affected by the City or the Council.

The receipt of any gift, gratuity or anything or value, as denoted above, is contrary to the City ordinance and public policy of the City.

**1.13 ~~1.12~~ Employee Orientation to Personnel Policies\*\*:**

All new full-time employees will be scheduled to meet with the payroll administrator during their first week of employment for general orientation. The payroll administrator will distribute and explain the various enrollment forms, etc. that must be filled out, including but not limited to: W-4 and I-9 (Proper identification is required). Each new full-time employee will be provided with information on employee benefits, City policies and operations, including a copy of this Employee Handbook. The hiring department provides additional information to the new employee, including:

1. Work standards and regulations;

2. Hours of work, time cards or reports, leave requests;
3. Duties of the position [\(job description\)](#);
4. Safety rules and procedures, location of safety or protective equipment;
5. Tour of the work area, including location of equipment, supplies, etc.
6. Introduction of co-workers;
7. Schedule for lunch and breaks;
8. When and whom to report absence from work;
9. Who is responsible for performance planning and review.

~~Copies of the personnel policies and procedures will be provided to all employees. Employees will be expected to read this document. Any questions regarding the policy and procedures will be taken up with the Personnel Committee. New employees shall be given a copy of this manual at the time of hiring. New employees are required to sign the Employee Receipt and Acknowledgment form given to them and return it to their supervisor.~~

#### 1.14 ~~1.13~~ **Compliance with Policies, Rules, and Expectations of Conduct\*\*:**

The City of Mayville has established these policies and its rules of conduct in furtherance of the effective operation of the City and to provide high quality service to all citizens, ~~those persons~~individuals interacting with the City, and visitors. The City expects all employees to demonstrate professional, competent and reasonable behavior, and to serve on duty as positive examples of the high-quality personnel affiliated with this organization and consistent with the high expectations of the public.

Compliance with the policies, rules, and general expectations of conduct is of paramount importance in order to fulfill these objectives and for the employee to have a successful career in the City. Failure to comply with these policies, rules, and general expectations of conduct can undermine these objectives, and the trust and confidence that the public, businesses, employees and officers of the City must have in that employee.

The City treats all violations of policy, the rules, and general expectations of conduct very seriously. Violations of these policies, the rules, and general expectations of conduct can subject an employee to discipline, up to and including discharge.

#### 1.15 ~~1.14~~ **Communications and Confidentiality\*\*:**

Communication is a joint responsibility shared by the City of Mayville and all employees. No information concerning the internal operations of the City, including but not limited to the release of records of the City, may occur except through, and with the permission of, the Department

Head, or the public records officer. If requests for information are received by employees, whether on or off duty, from any person, ~~then~~ the employee is required to ~~politely decline to provide such information and to~~ direct that individual to their supervisor for response to that inquiry.

#### ~~1.14~~ — ~~A Social Media Policy~~:

This policy provides guidance for the employee use of social media which would include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking, and other sites and services that permit users to share information with others.

The following guidelines apply to the use of social media on behalf of the City of Mayville as well as personal use of social media when referencing the City of Mayville. • Employees need to know and adhere to this manual and other applicable City policies.

- The information that employees post may be public information for a long time.
- Employees should be aware that the City or other employees may observe content and information made available by employees through social media, including where the employee takes steps to make the content private.
- Examples of prohibited conduct include, but are not limited to, posting commentary, content, photos, or images that are defamatory, pornographic, confidential, harassing, libelous, or that can create a hostile work environment.
- Employees shall not publish, post or release any information that is considered confidential or not public.
- Employees do not have authorization to speak on behalf of the City, unless permission is specifically granted by the City. Information shared via social media about the City when authorization is not granted is the opinion of the individual only – not the City — ~~and this should be communicated to recipients~~. Employees are responsible for communicating that any opinions are their personal opinions only and not the opinions of the information City.
- Employees must keep City related social media accounts separate from personal accounts.
- Any questions about what is considered confidential or appropriate should be direct to your supervisor, however, information to which an employee only has access as a City employee, and that is not otherwise public, should be considered confidential as a general rule.
- Subject to applicable law, after hours online or social media activity that violates this or any other applicable City policy may subject an employee to disciplinary action up to and including termination.

## Artificial Intelligence:

### 1.16 ~~1.15~~ **Electronic Technology Use Policy\*\*:**

The City of Mayville's computers, networks, programs, communication devices and tools, other technology, and internet (collectively "technology") are intended as tools to serve the public and the City of Mayville, and are provided so employees may better perform their job-related responsibilities. Inappropriate use can adversely affect the City, interfere with the work of its employees, increase its costs, and even expose the City to damage, liability and security risks. This policy establishes guidelines for appropriate utilization of the technology in a manner consistent with related City policies and applicable laws. This policy applies to all City employees and elected or appointed officials using the City-provided computer resources described herein in their assigned job responsibilities (herein termed "users").

In order to protect the interests of the City, the City reserves its right to monitor all use of technology. No employee should expect privacy or secrecy in the use of City-owned technology, including accessing City-provided internet. The City has software and systems in place that monitor and record internet usage. Users are advised that these systems are capable of recording for each user every World Wide Web site visit, news group, e-mail message and file transfer into and out of the City network. The general (non-user specific) nature of the internet utilization by the City will be monitored on a regular basis by the City. In the event that inappropriate utilization ~~is occurring, users~~occurs, the user will be identified and applicable Department ~~Heads~~Head notified for corrective measures with individual ~~employees~~employee, as necessary. A supervisor will be assigned to periodically review the contents of a department computer assigned to an employee for use.

Computers, phones, cellular air cards and other computer resources are assigned according to job responsibilities and employees are expected to use them appropriately.

Employees will be permitted access to computer resources upon approval by the appropriate Department Head. The City's computers and related resources are to be used for City-related business. Incidental personal use of the City's computer resources must be reasonable. Users are prohibited from using the City's computer resources for personal or private financial benefit. Use should be consistent with common sense, common decency, civility, and the City's policies. Use of the City's computer resources is also subject to all federal, state and local laws. Users shall not use computer resources to infringe the copyright or other intellectual property rights of third parties.

When questions regarding public access of electronically stored data arise under public records law, the City Attorney should be consulted. In general, all computer files are public records. Exceptions are applied to the Mayville Police Department in regards to ~~confidentially~~confidentiality of police records, and otherwise as determined upon consultation with legal counsel.

City computer resources shall not be used to harass or otherwise threaten another user. This includes but is not limited to insulting, sexist, racist, obscene or sexually suggestive comments. Similarly, users shall not use the City Internet or network to access obscene, objectionable or otherwise improper material. The City reserves the right to block access from the City network to

inappropriate sites if necessary. The City recognizes that users may connect accidentally to an inappropriate site. In this event, the user should immediately disconnect from the site.

The City's Computer Consultant is responsible for managing the City's computer resources. User changes to computer resource parameters shall be prohibited; all changes shall be made by the City's Computer Consultant.

Sharing any User Identification with any other person shall be prohibited with the exception of the City's Computer Consultant or users authorized by the applicable department director. However, upon request or upon departure, an employee must provide all City passwords to the designated Department Head.

Deletion or modification of computer files and/or data without prior consent of the primary user shall be prohibited.

City virus protection procedures as provided by the City's Computer Consultant shall be followed in all forms of electronic communications.

All software and hardware acquisitions shall be made through the Department Head in conjunction with the City's Computer Consultant. This is necessary to ensure that a consistent environment may be maintained and ensure the security and supportability of the network.

Users shall not load any applications onto computer resources without coordinating with the Department Head in conjunction with the City's Computer Consultant, including any software downloaded via the Internet. Employees must notify the Department Head in conjunction with the City's Computer Consultant prior to deleting any software from any City computer.

Original software licenses and legal information must be maintained in City Hall and should also include a set of the documentation, purchasing information, etc. to allow the product to be adequately supported.

The final selection of any new software package shall be made by the appropriate Department Head in conjunction with the City's Computer Consultant.

E-mail may be used for organizational and individual information when appropriate for general business purposes. This section applies to both City internal e-mail as well as internet access e-mail. City provided e-mail should be used for City-related business only. It is not intended to be used for personal business.

Users must utilize signature files in messages sent to third parties that make it clear which user has sent the message as well as any limitations on the extent to which the messages from the user may be understood to have been sent on behalf of the City.

Public group messages are available to distribute information related to City business. Non-City-related business messages should not be disseminated to public groups.

Backup mechanisms are in place to help ensure the availability of the e-mail system but the City of Mayville cannot guarantee the integrity or origin of the messages. If a permanent retention is required, a paper copy should be prepared showing the date, time, originator and recipient(s) and filed appropriately. Additionally, users should not rely upon the e-mail system regarding critical or time sensitive information as the only means of communication.

The City, its Internet services provider, or the cellular service provider have no control over, and therefore, cannot be responsible for the content of the information available on the Internet. Users must evaluate and bear the responsibility of validating the subject matter, accuracy, completeness or usefulness of any content available on or through the City Internet connection.

Users should be aware that the Internet is not secure and should take appropriate measures when transmitting information.

Certain programs have inherent risks in operations and therefore, the City will block these programs from being downloaded from the Internet. Users with a specific business need for these services should coordinate with the Department Head and the City's Computer Consultant.

The City's web address is: [www.mayvillecity.com](http://www.mayvillecity.com). The City encourages Departments to have a Web presence on the City's Internet homepage and will assist in preparing information for distribution via the Internet. Department Heads are responsible for providing current information for this purpose as necessary. Department web pages should be linked to the City Internet homepage. In the event that a Department page must be created via another location, the sites shall be linked to and from the City's official page. All new sites should be designed to provide a consistent and uniform look for the City -related web sites.

Voice mail is provided to all City offices for the purpose of receiving messages when users are generally unavailable. Voice mail greetings should be kept current or general in nature. Voice mail messages (incoming and outgoing) should be business-like and professional. Although backup mechanisms exist, users should not rely upon the Voice Mail system regarding critical or time sensitive information as the only means of communication.

The Mayville Public Library retains control over all of its software and hardware acquisitions, automation system, public access internet, and workstation computers, and anything else pertaining to the library's electronic technology. The library has specific policies in place to deal with its library - related technology and communication procedures.

#### **1.17 ~~1.16~~ Secondary Employment Policy\*\*:**

Employment with the City of Mayville by full-time employees should be considered the employee's primary employment. Secondary employment with other entities must not conflict, whether real or implied, with the duties of the employee, including an employee's ability to work his/her scheduled hours and/or overtime. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours.

An employee who engages in secondary employment must clearly define himself or herself as an employee of the secondary employer and not act or treat himself or herself as an employee or agent to the City of Mayville. Employees must still comply with all policies, rules and general expectations of conduct when engaging in off-duty behavior regardless of such secondary employment. The City may terminate the employment of an employee whose secondary employment may interfere with the performance of his or her work, where a conflict exists, whether real or implied, where the interests of the City are impacted as a result of the secondary employment, or where such employment or conduct negatively affects the image of the City or employees. An employee will not be permitted to work for another employer while absent for illness or family/medical leave from the City.

#### **1.18 ~~1.17~~ Concealed Weapon Policy<sup>\*\*</sup>:**

No City employee, with the exception of the police officers, shall carry a concealed weapon on their person while working in any capacity as a City employee. This includes City vehicles and buildings/facilities. This policy does not prohibit employees from storing a secured weapon in their personal vehicle while the vehicle is on City property or while using their personal vehicle during the course of performance of the job duties for the City.

#### **1.19 ~~1.18~~ Workplace Violence:**

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

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

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

#### **1.20 ~~1.19~~ Pending Charges or Convictions**

This policy provides a process which enables the City to review the circumstances of a pending charge or conviction to ~~assure~~ensure that the circumstances of the pending charge or conviction do not substantially relate to the circumstances of an employee's position. ~~The intent of this policy~~

~~is to ensure the safety of the individuals served by the City and employees and to properly protect the City's resources and reputation. It is not the intent of this policy that every pending charge or conviction will result in taking an action that would adversely affect an individual's employment.~~

### ~~1.—Reporting~~

All City employees must report any arrest, pending charge, no contest plea, guilty plea, or conviction as soon as practicable but no later than two (2) business days after such arrest, charge, plea, or conviction. The report must be made to the employee's Department Head. Any employee making such a report may be asked to provide additional documentation or information regarding any pending charge, no contest or guilty plea, or conviction reported to the City.

The pending charges and convictions required to be reported under this policy include charges or convictions of a felony, misdemeanor, or any other offense, including a municipal citation.

Routine traffic-related infractions (e.g., speeding, unsafe movement, improper equipment) are not required to be reported under this policy unless driving or operating other mobile equipment is a required part of the employee's regularly assigned job duties. ~~Employees required to report routine traffic-related infractions includes, but is not limited to, employees who are required to possess and maintain a commercial driver's license, employees who operate a City vehicle or piece of mobile equipment, or employees who transport other employees or recipients of City services in any vehicle.~~

Failing to report a pending charge, no contest or guilty plea, or conviction under this policy or to cooperate with City personnel in ~~regards~~regard to a reportable matter under this policy may subject the employee to disciplinary action, up to and including termination of employment.

### ~~2.—Guidelines for Reviewing Reports~~

~~If an employee reports a pending charge, no contest or guilty plea, or conviction, then the City will conduct an individual analysis of each pending charge or conviction, including any additional information the individual provides or the City obtains independently, to determine whether a substantial relationship exists between the circumstances of a pending charge or conviction and the circumstances of the employee's job.~~

~~The existence of a pending charge or conviction does not automatically disqualify an individual from employment. When reviewing whether a substantial relationship exists between the circumstances of a pending charge or conviction and circumstances of the employee's job, the City may consider the following factors:~~

- ~~● The nature and gravity of the offense or conduct.~~
- ~~● The date of the offense.~~
- ~~● The nature of the position held or sought.~~
- ~~● Seriousness and specific circumstances of the offense.~~
- ~~● The number of offenses.~~
- ~~● Any relevant evidence of rehabilitation or lack thereof.~~

- ~~• Any other relevant information, including information submitted by an employee or obtained by the City.~~

~~An employee who has a pending charge may be suspended without pay in the event the circumstances of the pending charge substantially relate to the circumstances of the employee's job. Similarly, an employee who is convicted may be terminated in the event the circumstances of the conviction substantially relate to the circumstances of the employee's job.~~

~~Nothing contained within this policy should be construed as limiting the City's ability to take action against an employee to the fullest extent permitted by law, including, but not limited to, discharging an employee following an arrest when the City believes the employee engaged in unacceptable conduct and that belief arises from some source other than the fact of the arrest.~~

## **Section #2 – Recruitment and Employment**

### **2.1 Advertising:**

All City job positions shall be advertised in the local news media. Some positions will require a broader search and additional advertising should be done in trade and professional journals, State Job Service, and other recruitment sources as determined necessary. Information concerning the position advertised should include salary, application procedure, position description and position requirements. An EEO and affirmative action statement should be included in all job advertisements.

### **2.2 Definition of Department Heads:**

The following positions shall be Department Head status:

City Clerk, Comptroller/Treasurer, Director of Public Works, Utility Director, Police Chief, Fire Chief, Ambulance Coordinator, Library Director, TAG Center Office Manager, and TAG Center Facilities Maintenance Manager, and the Director of Parks, Recreation, and Public Works. ~~These people shall meet monthly, if feasible with the Mayor to discuss matters of mutual concern.~~

### **2.3 Hiring of Department Heads:**

The Personnel Committee shall do the screening and interviewing of applicants for Department Head positions except for Police Chief, Fire Chief, Ambulance Coordinator, and Director of Utilities which will be done by the Police and Fire Commission/EMS Commission, Library ~~Director~~Board, and Utility Commission, respectively. Following the interview process, the Personnel Committee will recommend a candidate to the City Council. Department Heads are appointed by the City Council by majority approval of the City Council. The Police and Fire Chief and the Ambulance Coordinator shall be appointed by majority approval of the Police and Fire Commission or the EMS Commission, respectively. The Director of Utilities shall be appointed

by majority approval of the Utility Commission. The Librarian (Library Director) shall be appointed by majority approval of the Library Board.

#### **2.4 Hiring of Personnel:**

The Personnel Committee will do the screening and interviewing of the applicants under their jurisdiction and review the information with the Department Head and the Personnel or other appropriate committee. After consultation with the Department Head and the Personnel or other appropriate committee, the Personnel Committee will recommend a candidate to the City Council. The City Council will make the appointment by majority approval of the City Council. Reference Municipal Code 105-2.

The Water Wastewater Utilities Commission and Library Board will make the appointments for their respective departments by majority approval of their boards.

#### **2.5 Residency Requirements:**

The City of Mayville follows State Statute 66.0502 ~~in regards to~~ regarding residency requirements. Residency requirements for law enforcement personnel are set forth in the applicable collective bargaining agreement.

#### **2.6 Orientation Period:**

All newly hired Department Heads and other personnel shall have an orientation period for the first six (6) months of their employment with the City, except officers in the Police Department, whose probationary period will be one (1) year from their first date of employment.

This orientation period is designed to give the employee time to learn the position and to give the supervisor time to evaluate the employee's potential and performance. During the established orientation period, the City reserves the right to terminate employees at will.

At the end of the orientation period, the employee is formally evaluated and provided written documentation of progress. It is expected that informal evaluations will be conducted during the course of the orientation period to assess performance and to advise employees of expectations regarding performance. Significant job ~~deficiency(ies)~~ deficiencies shall be documented in the employee's personnel file.

At the minimum, the employee will participate in a performance evaluation at three (3) months, six (6) months, and annually.

With mutual consent between the Council and the employee, the orientation period may be extended. The orientation period extension is done only upon recommendation of the Personnel Committee and is subject to the approval of the City Council. With regard to inter- City Transfers, once an employee has successfully completed their orientation period of three (3) months in a new position, they will be granted non-orientation status in a new position. If after three (3) months an

employee wants to return to the previous position, he or she may do so if approved by the Department Heads involved.

## 2.7 Pre-Employment Physical Exam and Drug Screen <sup>\*\*</sup>:

All employees will be required to have a drug screen and background check successfully completed prior to ~~employment~~the employee's start date. This will be at City expense and at a facility of the City's choosing.

Physical exams and drug screens will be required of all employees of the EMS and Fire Department regardless of the anticipated hours of ~~projected~~ employment. The requirements of the physical are determined by the applicable Department Head and approved by the Fire and Police Commission. Other employees classified as regular full-time employees or regular part-time employees as defined by Section 2.8 of this manual will successfully complete a pre-employment physical at the City's expense.

Record of the completion of an employee's Pre-Employment Physical Exam and Drug Screen will be kept at City Hall.

## 2.8 Employment Categories:

- A. **Regular Full-Time Employees** – Employees who are scheduled to work an average of 30 hours per week or at least 130 hours in a month. A regular full-time employee is only an employee designated by the City as a regular full-time employee and working in a designated full-time position for purposes of eligibility for or to earn benefits listed in this manual. For regular full-time employees hired after February 1, 2017 who work at least 30 hours but less than 40 hours per week, holiday, sick, and vacation benefits will be prorated at 75% of the applicable benefit described in this manual. Regular full-time employees working 40 hours per week will receive full ~~benefit pay~~City benefits.
- B. **Regular Part-Time Employees** – Employees who are scheduled to work less than 30 hours per week are defined as part-time. A regular part-time employee is only an employee designated by the City as a regular part-time employee for purposes of eligibility for or to earn benefits listed in this manual and available on a prorated basis. Regular part-time employees who are hired into full-time positions shall be given seniority credit for actual hours worked.
- C. **Temporary Employees** – Employees who work for a specific time period ~~within one year~~of less than 180 days, unless extended by the City Council. Such employees receive no benefits, except as required by law or noted herein. ~~Temporary employees shall not be employed for more than 180 days.~~
- D. **Seasonal Employees** – Employees who work for a specific time period on a year-to-year basis. Such employees receive no benefits, except as required by law or noted therein.

- E. **Library Part-Time Employees** – Employees employed by the Library who work less than 1040 hours annually. Such employee receive no benefits, except as required by law or noted herein. Library part-time employees hired before the passing of Resolution 4549-2011 who received a proration of holiday, personal days, and vacation days will continue to receive such prorated benefits. Library Part-Time Employees hired after the passing of Resolution 4549-2011 will receive prorated benefits if hired as a regular part-time employee under section B above.

### **Section #3 – Pay Arrangements**

#### **3.1 Payroll Period\*\*:**

~~The payroll period~~ Payroll is processed every two (2) weeks, ~~paid on Fridays. Employees will receive their pay stub~~ with paychecks deposited every other Friday.

#### **3.2 Payroll Deductions\*\*:**

Mandatory deductions from paychecks will include federal and state taxes, social security, and court ordered deductions. Voluntary deductions may be made upon written authorization of the employee.

#### **3.3 Separation ~~Pay~~ From Employment:**

Separation of employment is an inevitable part of personnel activity within any organization, and many of the reasons for separation are routine. Below are a few examples of some of the most common circumstances under which employment is separated.

- Resignation ~~or resign(s) voluntary~~: Voluntary employment termination initiated by the employee while in good standing with the City.
- Termination ~~involuntary~~: Involuntary employment termination initiated by the City.
- Layoff ~~involuntary~~: Involuntary employment termination initiated by the City for ~~non-disciplinary~~ budgetary or financial reasons.
- Retirement ~~or retire(s) ceasing~~: Ceasing all employment and accepting retirement benefits from the Wisconsin Retirement System.

Following a separation from employment, employees will be paid unused vacation accrued from their anniversary date in the current year.

Employees hired prior to January 1, 2011 who resign, as described above in this section, from the City will be eligible for a payout of their unused sick leave at their then existing rate of pay as follows:

(05) Five Years of Service	60%
(10) Ten years of Service	68%
(15) Fifteen Years of Service	74%
(20) Twenty Years of Service	80%

Employees hired on or after January 1, 2011 are not eligible for a payout of unused sick leave upon separation, except that 80% of the employee’s unused sick leave may be paid out at the employee’s then existing rate of pay if the employee has accrued at least twenty (20) years of consecutive service with the City and the employee retires, as described above in this Section, or is totally disabled, which means when an employee qualifies for disability payments under Section 40.63, Wisconsin State Statutes.

Employees terminated for a violation of policy or for unacceptable performance are not be eligible for payout of sick leave.

Upon retirement with 20 years of service to the City or total disability, an employee shall be paid the total amount of his/her unused sick leave accumulation. In the event the employee dies, the total amount of his/her unused sick leave accumulation shall be paid to his/her estate.

An employee who is eligible for a payout of sick leave in accordance with this Section and who retires or who is totally disabled, as those terms are described above, may have the option of receiving the payout of unused sick leave or applying the unused sick leave toward health insurance premiums. ~~If the employee chooses to use unused sick leave towards health insurance~~ In either case, the payout is subject to withholding. The employee may also use the monies paid to them for unused vacation toward health insurance premiums. Vacation payout is subject to withholding. After the employee receives the final vacation payout, they may sign the check over to the City of Mayville for use in paying the health insurance premiums for that employee.

Payment for unused sick leave and annual vacation leave will be made after the Personnel Committee ~~approval~~ approves the retirement.

**3.4 Direct Deposit\*\*:**

All employees will be paid through direct deposit to the financial institution of the employee’s choice. In general, deposits are made available to the employee’s account the morning of the designated payday. The direct deposit pay stub will be mailed to an employee upon request, if the employee is unable to receive it in person or it will be mailed to the employee’s home address of record. Mailing the pay stub to another address requires a written request by the employee to the Clerk’s office.



## **Section #4 – Reimbursement for Job Expenses**

### **4.1 Schooling, Conferences, Meetings, Etc.<sup>\*\*</sup>:**

If any employee would like to attend a conference, seminar, meeting, school, examinations, etc., he/she must submit to the supervisor a request for such attendance. The employee must substantiate in writing his/her attendance at such activity and the advantages he/she and the City will receive. Attendance at schools, seminars, meetings, conferences, etc. must be met within budget guidelines.

### **4.2 Education Reimbursement:**

- A. Direct Training: The training that relates directly to your current job skills needed to perform work for the City of Mayville. All costs associated with this type of training will be covered at 100% by the City of Mayville. Pre-payment for the costs will be made.
- B. The Utilities will reimburse the Water Wastewater Utilities Employees for passing the DNR licensing exams (sub-grades used within the City of Mayville).
- C. Degree Programs: Courses at accredited schools that can be applied toward some type of certification or degree are eligible for this type of assistance provided that the degree or certification is related to your job function and ~~met~~ within budget guidelines. Employees are eligible after one year of service. The eligible costs for this education are the direct course tuition fee expense. A grade of C or better must be obtained in order to be eligible for reimbursement. NOTE: Books, workbooks, supplies, fees, wages, mileage, meals, and lodging for attending these courses, are not eligible for assistance. The costs for this type of education are not eligible for pre-payment. Reimbursements are made after successful completion of the course(s).

Employees who are reimbursed will sign an agreement stipulating to the conditions of this policy. If the employee voluntarily resigns his or her position with City within one year of the educational assistance payment date, the amount of that payment will be considered only a loan and the employee will be required to repay 100% of such educational assistance. In addition, if the employee voluntarily resigns his or her position with the City within three years of any payment, the breakdown of repayment of said loan shall be pro-rated from the payment date as follows:

- If the employee voluntarily resigns within two years from the date of any payment by the City under this policy, the employee is required to repay 85% of the amount paid by the City; and
- If the employee voluntarily resigns within three years from the date of any payment by the City under this policy, the employee is required to repay 65% of the amount paid by the City.

The agreement also stipulates that the employee authorizes the City to deduct the amount owed from the final paycheck. The employee may be asked to sign an authorization at the time of resignation related to said deduction from the final paycheck. If the final paycheck is insufficient to cover the amount, the employee will owe the City the remainder of the educational reimbursement amount. Terms of repayment on any further balance owed shall be determined by the Finance Committee.

All education reimbursement must be preapproved by the Department Head or City Council. Prior to the City providing a reimbursement under this program, any eligible employee seeking educational assistance benefits must provide documentation (a grade report or unofficial transcript) of successful completion of the coursework, proof of the tuition payment (copy of receipt/paid bill) if the City does not pay an amount directly to the institution, and other documentation reasonably requested by the City.

**4.3 Convention and Travel Policy\*\*:**

Convention Attendance:

1. Registration fees will be paid by the City.  
Membership fees in a professional organization will be paid by the City.
2. When four or fewer persons are traveling in a private vehicle to the same destination on the same day, mileage expenses shall be reimbursed for only one vehicle at the then existing IRS rate. If it is more practical for one or more not to attend the entire meeting, two or more vehicles may be used.

Meal Allowance:

1. Receipts for meals, including the tip amount, need to be attached to the reimbursement claim form. No alcoholic beverages will be reimbursed at any time.
2. Meal costs shall be reimbursed only if reasonable, actually incurred and meeting the following guidelines:
  - A. Breakfast ..... \$15.00 (including tax and tip)
  - B. Lunch ..... \$20.00 (including tax and tip)
  - C. Dinner ..... \$25.00 (including tax and tip)

The maximum allowable tip is 20%. If a meal is provided with a conference, the meal allowance would not be allowed.

3. Employees leaving the City in the morning and ~~return~~returning the same evening are allowed only one (1) meal, except that breakfast may be allowed if the

employee leaves the City before 6:30 a.m. and the evening meal may be allowed if return to the City is after 6:30 p.m.

#### Lodging Allowance:

1. Lodging allowance shall be based on the most reasonable accommodations available. When making lodging arrangements, please make sure to indicate that the stay is for municipal business. Tax exempt forms will need to be taken to prove tax exempt status. If this is not done, the employee will be responsible for the tax charged on the room. All in house charges, except permitted food expenses, shall be at the expense of the employee ~~that is not for food~~.
2. Lodging allowance shall not be paid for meetings of one day duration attended within a 75 mile radius of the City of Mayville unless authorized by the supervisor. Example: Night workshops, weather conditions or extended meetings.
3. Upon confirmation of lodging, the department head ~~should turn in to~~ must submit the confirmation to the Comptroller/Treasurer with the amount of the lodging request so a check can be cut to be taken with the employee for payment of lodging. The City Department Credit cards should be used to reserve the reservation and should not be taken with the employee to the conference.

#### Advance Provisions:

1. For a three day or more convention, an advance can be drawn from the Comptroller/Treasurer for anticipated expenses. Upon return, the employee must present all receipts to the Comptroller/Treasurer. The employee shall be reimbursed for additional reasonable expenses incurred over the advance. Any monies remaining from the advance must be returned to the City. The amount of advance must be approved by the Committee of jurisdiction.

#### General Provisions ~~—~~ :

Exceptions to the Convention and Travel Policy will not be made unless submitted to the City Council for approval and necessary dollar appropriation made prior to the date of attendance.

An expense voucher, provided by the Comptroller/Treasurer shall be submitted for approval prior to reimbursement. All receipts must accompany the voucher.

The City will reimburse an employee for expenses incurred while attending any City related function. The City cannot, however, reimburse the employee for expenses incurred by a spouse, family member or significant other who is attending the same function.

The Utilities Commission approves reimbursement of travel expenses for the Utilities as approved by the Director of Utilities and the Director's expenses approved by the Utilities Commission.

The Library Director approves reimbursement of travel expenses for the Library.

#### **4.4 City Vehicle Usage\*\*:**

The use of City Vehicles for employee travel is at the discretion of the Department Head. [Any employee authorized to use a City Vehicle for work purposes must have a valid driver's license and a clean driving record.](#)

#### **4.5 Mileage Reimbursement\*\*:**

Mileage for work -related travel is eligible for reimbursement at the current IRS rate when the employee is using a personal vehicle. It is expected that employees requesting reimbursement use discretion in their travels, and plan trips in the most efficient manner. A mileage log must be submitted to the City Treasurer monthly, and is subject to review by the Finance Committee. Requests for reimbursement for mileage that is discovered to be non-work- related will be considered sufficient cause for suspension or dismissal of the employee.

The Utilities Commission approves reimbursement of mileage expenses for the Utilities as approved by the Director of Utilities and the Director's expenses approved by the Utilities Commission.

The Library Director approves reimbursement of mileage expenses for the Library.

### **Section #5 – Working Hours**

#### **5.1 Working Hours:**

The normal work week is Monday through Friday with the hours to be determined by the department head according to need or other factors. Hours of work will vary by department. Employees are expected to follow the schedule assigned to them by the department for which they are working. This schedule will include start times, end times, lunch periods, and break times.

The work week may be altered if working on a weekend is necessary or if attendance at committee meetings is part of the job requirement.

#### **5.2 Attendance – Punctuality:**

Employees who find they will be unable to report to work on time or unable to report for a full day must inform their immediate supervisor at their earliest opportunity, [but no later than the start of their shift or work day.](#) Good and sufficient reason must be provided for tardiness or absence. Absence without proper notification or approval may be considered sufficient cause for suspension or dismissal of the employee.

### 5.3 Appointments:

Employees should make every effort to avoid scheduling medical and dental appointments during working hours. If it is necessary to do so, prior approval must be obtained from the supervisor.

### 5.4 Overtime/Compensatory Time:

#### Hourly Employees:

All hourly employees shall be paid at a rate of one ~~and one~~ half times (1.5x) their hourly rate; for work performed in excess of forty (40) hours worked per week; Such overtime compensation shall be paid to the employee in cash or ~~compensatory time off~~, at the employee's option-

All and with their supervisor's approval, in compensatory time off. Paid leave (i.e., sick, vacation, holiday and personal time) used by hourly employees shall not be paid a minimum of one included in hours worked when calculating the forty (40) hour hours in a work week beyond which overtime compensation must be paid.

Notwithstanding the provisions below regarding utility and public works employees potentially required to respond in emergency situations, hourly employees shall be paid at a rate of one ~~and one~~ half (1 ½) times (1.5x) their hourly rate ~~when~~, and for no less than one hour of work, whenever they are called in ~~out~~ to perform work outside of their ~~normal~~ regular schedule ~~of hours~~. Such compensation shall be paid to the employee in cash or ~~compensatory time off~~, at the employee's option and with their supervisor's approval, in compensatory time off.

Compensatory time shall be accumulated in a running account up to a maximum of fifty (50) hours. Employees must give at least 24 hours' notice to their supervisor for a compensatory time off request to be considered, unless otherwise agreed upon by the employee and ~~management~~ supervisor. All overtime hours accumulated ~~in excess of~~ during the calendar year beyond the fifty (50) hour maximum shall be paid out to the employee in cash. ~~All, and all~~ compensatory ~~accounts~~ time account balances shall be paid out at the end of ~~the~~ each calendar year, at which time the ~~employees~~ employee's account shall ~~restart their running~~ reset. Employees are being paid out of the Compensatory account and then building back up to 50 hours.

Employees shall receive their regular rate of pay, including overtime pay if working in excess of 40 hours in a week, for time spent in ~~required~~ employer mandated education and training sessions. Employees shall not be compensated for attending voluntary education or training sessions outside of their work hours, unless otherwise predetermined.

Utility employees that who are scheduled to carry and respond to the department emergency cell phone ~~on weekends (Saturday, Sunday, or Holidays)~~ are not required to remain on employer premises and are free to engage in personal activities such that they are not deemed to be "on call" for purposes of state and federal wage and hour laws. However, in

recognition of their limited obligations, such employees shall be paid a stipend of fifty-five dollars (\$55.00) per day for doing so on weekends (Saturday & Sunday) or City-designated holidays and thirty (\$30.00) dollars per day for doing so on regular ~~weekday~~weekdays (Monday, ~~Tuesday, Wednesday, Thursday, Friday~~). In addition, ~~a minimum of~~such employees will be paid for no less than two (2) hours of work at a rate of time ~~and a one-half (1½x)~~ their hourly rate when they are ~~called out~~required to ~~answer~~report to work in response to an ~~alarm call~~emergency. Management reserves the right to perform on call work. In lieu of on-call pay, an operator on call may also take a day (1) of following or preceding the on-call week at the discretion of the Utilities Director.

Department of Public Works employees ~~shall receive standby pay in the amount who are required to be available and potentially report for plowing and/or salting duties during an anticipated snow event are not required to remain on employer premises and are free to engage in personal activities such that they are not deemed to be “on call” for purposes of state and federal wage and hour laws. However, in recognition of their limited obligations, such employees shall be paid a stipend~~ of fifty-five dollars (\$55.00) per day for ~~Saturdays, Sundays or Holidays in which there is a prediction of a snow event which would require their labor for plowing and/or salting. There shall be no standby pay during the normal work week~~doing so on weekends (Saturday & Sunday) or City-designated holidays.

Full-time employees required to work on Holidays or Sundays outside their regular scheduled shift, shall be paid at the rate of double time (2 times) their regular rate of pay. Salary positions were being paid double time?

All hourly, non-exempt employees are entitled to a 30-minute unpaid lunch. Employees are expected to take a full 30-minute lunch and to track their time accurately. If employees are required to work through their lunch period, they must modify their time sheet to reflect paid time for this period.

**Salaried Employees/Department Heads/Supervisory Personnel:**

Department Heads and designated supervisory personnel are expected to accrue a combination of work and paid leave (i.e. sick, vacation, holiday and personal time) totaling 2080 hours per year as a performance measurement (unless stipulated otherwise by contract or other rule/regulation). Department Heads and designated supervisory personnel may be subject to ~~the~~ discipline if such time is not worked. Are these salaried or hourly employees?

Such personnel shall not be subject to deductions of pay for absences from the normal working schedule for less than one day. For absences of more than one day, deductions from pay may be made by the City when permitted by applicable law, unless sick time, vacation or other paid leave time, or compensatory time is recorded on the time card. The City may request that time records of the employee be provided to attest to the 2080 hour per year requirement is being met in the event that compensatory time is recorded on one or more time cards. Flex time needs to be addressed.

**Section #6 – Employee Benefits, Holidays, Leaves**

**6.1 Holidays:**

A. Policy. Full-Time employees will receive the following paid holidays:

New Year’s Day	<del>Day Following</del> <u>Friday after</u> Thanksgiving	
<del>One Spring Holiday</del>	<u>Friday before Easter</u>	One (1) Full Day Before Christmas Day
Memorial Day		Christmas Day
Independence Day		One (1) Full Day Before New Year’s Day
Labor Day		Two (2) Personal Holidays
Thanksgiving Day		

B. Procedure.

1. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. ~~Employees must work the last scheduled work day preceding and the first scheduled work day following a holiday in order to be eligible for holiday pay, unless on an excused absence or on a paid leave of absence. If a~~
2. Because the City observes holidays like Christmas Eve and Christmas Day, having one or both of these holidays occurring on a weekend presents a situation that requires clarification in terms of which days of the week will be used to observe these holidays:
  - a. For instance, if Christmas Eve falls on a Friday and Christmas Day falls on a Saturday the City will observe them as follows: Christmas Eve will be observed on Thursday; Christmas Day will be observed on Friday.
  - b. For instance, if Christmas Eve falls on a Saturday and Christmas Day falls on a Sunday, or when Christmas Eve falls on a Sunday and Christmas Day fall on a Monday, the City will observe them as follow: Christmas Eve will be observed on Friday; Christmas Day will be observed on Monday.
3. Any holiday ~~occurs~~ occurring during ~~an~~ an employee’s vacation, ~~an extra~~ will not be considered as a day of vacation ~~will be granted.~~
4. Police Department employees covered by a collective bargaining agreement shall refer to their agreement for additional information.

- 5. Any Library part-time employee who works 600 hours or more per year will receive the following when working on ~~Spring Holiday~~ the Friday before Easter and the day after Thanksgiving: (1) double pay for hours worked; or (2) pay for hours worked and usual holiday pay, whichever is greater.

**6.1    ~~6.2~~ Sick Leave:**

Eligible employees shall earn sick leave with pay at the rate of one (1) day for each month of service. Employees hired on or before December 12, 2011 may accumulate up to a maximum of 120 sick days. ~~Employees~~ Employees hired on or after December 13, 2011 may accumulate up to a maximum of 60 sick days. Employees may accumulate an additional 30 days, but this additional amount may only be paid out upon retirement, total disability, or death as described in Section 3.3 above.

Each day an employee is out for an illness he/she must call or text their immediate supervisor, depending on the supervisor's preference, and so inform him/her. A doctor's certification may be required for absences in excess of three (3) working days of continuous absence. When a serious illness or ~~accident~~ injury occurs in the employee's immediate family, which shall be defined as spouse, children, and parents and it is necessary that the employee ~~be in attendance~~ provide care to the family member, said employee shall be granted sick leave time off which shall be deducted for the employee's sick leave account. The City shall have the right to ~~investigate such~~ require documentation of the illness or ~~accident~~ injury if such leave extends beyond three (3) working days. An employee who exhausts their sick leave account and is still sick or injured may be placed on medical leave, without pay, until such time as they are able to return to work. This leave will not exceed ~~six~~ six (6) months and will be granted upon verification of such illness by the Personnel Committee. Any medical leave will run concurrently with state and federal Family and Medical Leave Act (FMLA) leave , when applicable..

**~~6.3~~ Annual Vacation Leave:**

~~A paid vacation is earned on the following basis:~~

- ~~1) After one (01) year of service..... 10 days~~
- ~~2) After five (05) years of service..... 15 days~~
- ~~3) After seven (07) years of service..... 17 days~~
- ~~4) After ten (10) years of service..... 20 days~~
- ~~5) After thirteen (13) years of service..... 22 days~~
- ~~6) After fifteen (15) years of service ..... 25 days~~

~~Permission to take annual vacation leave shall be in writing on vacation forms signed by the Mayor/Supervisor at least 24 hours in advance. If an employee dies while still employed by the City, an employee or an employee's estate will receive payment for prior vacation credits earned but not taken as of the date of death on a pro rata basis. Any other payout of accrued unused vacation leave is described in Section 3.3 above. Any unused vacation will not be carried over to the following year unless approved by the applicable Department Head and Mayor.~~

**6.2 6.4 Funeral Leave:**

A. Policy. Full-time and part-time City employees are eligible for funeral leave, subject to this policy.

B. Procedure.

1. All employees will be granted funeral leave of up to three (3) days with pay, for a death occurring in the immediate family. ~~The immediate~~

2. Immediate family will be defined as ~~mother, father, brother, sister, son, daughter, spouse, employee's mother-in-law, father-in-law, brothers-in-law, sisters-in-law, and the grandparents and grandchildren of the employee and spouse.~~

<u>Employee's Mother</u>	<u>Employee's Grandfather</u>
<u>Employee's Wife</u>	<u>Employee's Mother-in-Law</u>
<u>Employee's Brother</u>	<u>Employee's Husband</u>
<u>Employee's Step-Mother</u>	<u>Employee's Half-Brother</u>
<u>Employee's Son</u>	<u>Employee's Grandmother</u>
<u>Employee's Step-Brother</u>	<u>Employee's Step-Son</u>
<u>Employee's Father</u>	<u>Employee's Sister</u>
<u>Employee's Daughter</u>	<u>Employee's Father-in-Law</u>
<u>Employee's Half-Sister</u>	<u>Employee's Grandchild</u>
<u>Employee's Step-Saughter</u>	<u>Employee's Step-Father</u>
<u>Employee's Step-Sister</u>	<u>Employee's Domestic Partner<sup>1</sup></u>

3. If additional leave time is required beyond that specified above, such additional time may be taken and deducted from the employee's sick leave accumulation or earned vacation time, provided that authorization for additional leave is first obtained from the Department Head.

**6.3 Vacation**

A. Policy. Full-time employees are entitled to paid vacation pursuant to the policy.

B. Procedure.

1. Full-time employees will receive an annual paid vacation amount based on the following schedule:

<u>First Jan. 1 of being employed</u>	<u>10 days</u>
<u>Five Years of Service</u>	<u>15 days</u>
<u>Seven Years of Service</u>	<u>17 days</u>
<u>Ten Years of Service</u>	<u>20 days</u>

<sup>1</sup> Defined by §770.01 (1) (2), Wis. Stat.

<u>Thirteen Years of Service</u>	<u>22 days</u>
<u>Fifteen Years of Service</u>	<u>25 days</u>

2. Employees receiving a higher level of vacation benefit as of the date of any revision to the policy will not have their vacation level reduced.
3. If an employee is offered vacation upon hire it shall be prorated on a twelve-month (annual) period from the employee's ~~supervisor~~ employment start date until December 31<sup>st</sup>.
4. On the following January 1, after the employees hire date, the employee shall earn the first year of service vacation days or the number of days agreed upon in an offer to hire letter.
5. Employees may carry over to the next year up to 10 days of vacation. Any carry over of vacation days shall be used by April 1<sup>st</sup>.
6. Employees will take their vacations at such time or times as approved by their Department Head. Department Heads must notify the City Administrator of their own intention to take vacation.
7. Except as expressly allowed by the City Administrator, employees may not take vacation that has not been earned and on the books.
8. Except for the carry-over provision stated above, ~~vacation will not be carried over or paid out at the end of the year or upon separation from employment.~~
9. ~~If an employee dies while still employed by the City, an employee's estate will receive payment for vacation earned but not taken as of the date of death on a pro-rata basis for the current year.~~

**6.4   ~~6.5~~ Jury Duty:**

An employee serving on a jury as a result of being called as a witness before any judicial body, shall be paid the difference between his/her regular salary and the verified amount received for jury duty or testimony. The employee must submit proof of jury duty and/or of witness pay received in order to receive pay from the City for their period of jury service.

Employees shall copy the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are required to report for work whenever the court schedule permits.

**6.5    ~~6.6 Leave of Absence and Federal and Wisconsin FMLA Guidelines:~~**

Requests for leave of absences may be granted for periods of time, but not to exceed six (6) months, if reasons are justifiable and the leave does not impose an undue burden on City operations. A written request must be made to the supervisor for leaves other than those qualifying for FMLA, who will in turn report it to the Personnel Committee. After consultation, the Personnel Committee will make a recommendation to the City Council for final disposition of such request. The Library Board has final approval of library personnel leave of absences.

**~~Family or Medical Leave.~~**

**6.6    Federal and Wisconsin FMLA Guidelines:**

The City of Mayville will follow the requirements of the Federal Family and Medical Leave Act (“FMLA”) and the Wisconsin FMLA. The Wisconsin and Federal FMLA laws differ in a number of areas. The City will comply with the more generous provision as required by law.

An employee who has been on the City payroll for 52 consecutive weeks and who has been paid for 1,000 hours during the preceding calendar year is eligible for Wisconsin Family Medical Leave. An employee who has been employed for 12 months and who has ~~actually~~ worked 1,250 hours during the 12 months before leave is requested, is entitled to unpaid leave under the Federal FMLA.

Unpaid leave is available for one or any combination of the following circumstances:

<u>TYPE</u>	<u>ELIGIBILITY</u>	<u>MAXIMUM DURATION FOR STATE LEAVE</u>	<u>MAXIMUM DURATION FOR FEDERAL LEAVE</u>
Personal serious health condition; inpatient hospitalization, chronic condition or continuing care by a physician	Unable to work because of serious health condition	Up to two (2) weeks per calendar year	Up to twelve (12) weeks per rolling 12-month period
Birth, adoption, foster care	Birth of a child, placement of child for adoption or as pre-condition to adoption, or foster care placement	Up to six (6) weeks per calendar year	Up to twelve (12) weeks per rolling 12-month period
Family serious health condition, inpatient hospitalization, chronic or continuing care by a physician	Necessary to care for spouse, child or parent with serious health condition	Up to two (2) weeks per calendar year Also covers care for qualifying domestic partners	Up to twelve (12) weeks per rolling 12-month period

<p>Leave to care for a seriously ill or injured military service member who is a spouse, son or daughter, parent, or next of kin.</p>	<p>Spouse, son, daughter, parent, or next of kin service member has been injured on active duty, and service member is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness.</p>	<p>None</p>	<p>Up to twenty-six (26) weeks per rolling 12-month period, per service member, per injury.</p>
<p>“Qualifying exigency” leave due to employee’s spouse, son, daughter or parent being on or called up for active duty in the Armed Forces.</p>		<p>None</p>	<p>Up to twelve (12) weeks per rolling 12-month period</p>

1. Definitions and Clarification on Types of Leave

***Child, Spouse, and Parent***

A “child” includes not only your biological, adopted, or foster child, but also a step-child, legal ward, or child for whom you have day-to-day responsibilities to provide care and financial support. If older than age 18, the child must be incapable of self-care at the time leave is to commence because of a “physical or mental disability.” A “physical or mental disability” is a physical or mental impairment that substantially limits one or more of an individual’s major life activities. For purposes of the Wisconsin FMLA, however, a child over 18 must be incapable of self-care because of a serious health condition (defined below).

~~The term “spouse” is limited to your husband or wife and does not include an unmarried domestic partner. The Wisconsin FMLA has a separate provision covering qualified domestic partners, as defined by Wisconsin law.~~

A “parent” includes your biological parents or another individual who provided day-to-day care and financial support during your own childhood. Your parent-in-law or parent of your domestic partner is not considered a parent for purposes of the FMLA but is considered a parent for purposes of the Wisconsin FMLA.

### ***Serious Health Condition***

A “serious health condition” under the FMLA is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a hospital or other treatment facility or “continuing treatment by a health care provider.”

For purposes of the federal FMLA, a serious health condition involving “continuing treatment by a health care provider” includes any of the following:

- A period of incapacity—inability to work, attend school, or perform other regular daily activities due to the serious health condition—of more than three full consecutive calendar days, and (1) treatment two or more times, within thirty days of the first day of incapacity, by a health care provider or by another health care professional under the orders of or on referral by a health care provider or (2) treatment on at least one occasion by a health care provider that results in a regimen of continuing treatment under the health care provider’s supervision. “Treatment” must be an in-person visit to a health care provider for examination, evaluation or specific treatment.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment due to a chronic serious health condition, such as asthma, diabetes, or epilepsy.
- Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer’s, a severe stroke, or the terminal stages of a disease.
- Any period of absence to receive multiple treatments, either for restorative surgery or for a condition that would likely result in a period of incapacity of more than three full consecutive calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis, and kidney disease.

Under the Wisconsin FMLA, a serious health condition is a disabling physical or mental illness, injury, impairment, or condition involving:

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

The term health care provider includes a physician, dentist, clinical psychologist, podiatrist, chiropractor, a nurse practitioner, physician assistant, a nurse mid-wife, a clinical social worker, and certain other health care professionals.

### ***Leave for Child, Spouse or Parent with Serious Health Condition***

Federal and Wisconsin FMLA leave may be taken to care for a child, spouse, domestic partner (under Wisconsin FMLA only), or parent with a serious health

condition. “To care for” is defined as caring for a family member’s physical and psychological needs, which may encompass basic medical, hygienic, nutritional needs, or safety.

2. Method of Calculating Leave Entitlement

To determine the amount of Federal FMLA leave to which an employee is entitled, **the City uses a rolling 12-month period, measured backward from the date an employee uses any FMLA leave.** Each time an employee takes FMLA leave the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. Pursuant to Wisconsin law, entitlement to State FMLA leave will be calculated based on the calendar year.

Federal and State Family Medical Leave run concurrently, not consecutively.

Unless leave is taken on an intermittent or reduced schedule, as set forth in Section 6 below, leave will be taken on a continuous basis.

When a husband and wife both work for the City, the aggregate number of work weeks of leave they may take for birth, adoption/foster care, care of a seriously ill parent, or leave for a qualifying exigency is twelve (12) weeks under the Federal FMLA. Up to a combined total of twenty-six (26) weeks may be used to care for a seriously ill or injured military service member.

3. Substitution:



An employee may elect to substitute accrued leave for any Wisconsin FMLA leave, but will not be required to substitute such paid leave. After the Wisconsin leave has expired, and during any remaining Federal FMLA leave, the ~~employee may choose or the~~ City ~~may~~will require that accrued paid time off or other paid leave ~~to~~ be substituted for part or all of the remaining FMLA leave, provided the leave otherwise qualifies under the City’s applicable paid leave policies.

4. Worker’s Compensation and FMLA Leave:

When an employee is absent due to a work-related illness or injury which meets the definition of a serious health condition, the absence will be counted against the employee’s entitlements under the Wisconsin and Federal FMLA. In other words, FMLA and worker’s compensation leave will run concurrently.

5. Request for Family or Medical Leave:

Except in situations where the employee is unable to provide a written request because of the need for emergency health care, the employee is to provide his or her supervisor with a written application for FMLA leave prior to the requested commencement of the leave on the “Family and Medical Leave Request Form” from the Finance Director. The request shall indicate the date ~~that~~ the employee is

expected to return to work. In cases where the need for the leave is foreseeable, the request is to be made at least 30 days prior to the anticipated leave.

If the employee gives less than 30 days' notice of the need for leave, the City may require the employee to explain why it was not practicable to give the 30 days' notice. ~~The City~~In such case, the timing of the request may delay the ~~taking~~City's approval of ~~a requested~~the FMLA leave ~~until at least 30 days after the date the employee provides notice when the employee fails to provide proper advance notice, unless, except in circumstances where~~ the employee was unable to comply because of the need for emergency health care or other reasonable excuse.

In cases of emergency, verbal notice of the need for leave should be given as soon as possible and in accordance with the City's applicable absence policy, but in no case later than two working days after the need for FMLA leave has become apparent. Calling in sick, without providing additional information, is not sufficient notice of the need for federal FMLA leave.

If an employee has been out for three or more days in a row, or if the City has information that the employee is out for an FMLA-qualifying reason but has not requested FMLA leave, the City may require the employee to complete an FMLA Request Form and Medical Certification so the leave may be properly designated. The City may also retroactively designate FMLA leave when it later learns that certain leave was FMLA- qualifying.

The employee is to advise the supervisor if his or her return date changes. An employee who overstays a leave of absence will be considered to have voluntarily terminated unless the employee was unable, due to a health care emergency, to notify the City.

6. Intermittent or Partial Leave:

Under the Wisconsin FMLA, leave may be taken in non-continuous or intermittent blocks or increments for the birth or placement of a child for adoption, provided that the last increment of leave begins within 16 weeks of that birth or placement. An employee may take intermittent leave, whenever medically necessary to care for a parent, spouse, domestic partner (under Wisconsin FMLA only), dependent child with a serious health condition, or their own illness or for certain military-related leaves. Also, if the leave is for planned medical treatment and will be taken on an intermittent basis or by a reduced schedule, the employee is expected to schedule the treatment so as to create minimum disruption for the City. To comply with this requirement, an employee should provide the City, in writing, with the employee's proposed schedule of partial absences with reasonable promptness after the employee learns of the probable necessity of such leave.

The smallest increment for partial leave is the smallest measure of time that employees are able to take time for any non-emergency FMLA leave.

Where intermittent leave or reduced work schedules are requested for foreseeable or planned medical treatment, the City may temporarily transfer the employee to an available equivalent position if the employee is qualified and the position better accommodates recurring leave.

7. Medical Certification:

When an employee requests medical leave for his or her own health condition or leave to care for a family member, the employee must provide medical certification from an appropriate health care provider on a form approved by the City. This certification should be furnished at the time the leave is requested and at most 15 days from the date such medical certification is requested. In the case of unforeseen leave, the certification should be furnished as soon as practical.

Failure to provide the requested medical certification may result in delay or denial of the leave. This means the absence may then be counted against the employee for purposes of discipline for attendance.

Where medical leave is involved, the City may, at its expense, require the employee or a family member to obtain the opinion of a second health care provider chosen by the City to verify the need for leave. If a dispute exists, a third opinion may be secured. The City may also request re-certifications on a periodic basis as permitted by law.

8. Insurance:

An employee who is enrolled in the City's group health or dental insurance plans may continue to participate in the program at the same contribution rate as before the leave for the duration of the leave.

During leave taken under this policy, the City will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. The employee will be responsible for paying his/her portion of health insurance premiums regardless of whether his/her family and medical leave is paid or unpaid. It is the employee's responsibility to make arrangements with the City's Finance Director ~~for making to~~ provide premium payments for group health insurance during leaves.

If a staff member fails to return to work or fails to remain at work for a period provided under the law, the City may recover its portion of the premiums paid for medical benefit coverage during the leave.

9. Fitness For Duty Certification:

If leave is due to the employee's serious health condition, s/he may be required to present certification of fitness for duty to his/her supervisor upon returning to work.

10. Return from Family or Medical Leave:

An employee will be returned to his or her former position upon return from statutory family or medical leave if the position is vacant. If the former position is not vacant, an employee on statutory medical or family leave will be returned to an equivalent employment position unless the employee would have been terminated during the statutory leave for a legitimate business reason. The employee, however, has no greater right to reinstatement or benefits than if s/he had been actively employed during the leave. If the employee exhausts his or her statutory leave before returning to work, return to work will be controlled by the City's collective bargaining agreement and other policies and practices.

11. Employer Responsibilities:

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

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

**6.7 Military Leave\*\*:**

Policy.

Leaves of absence will be granted for certain eligible employees serving in the uniformed services, including but not limited to the United States Armed Forces or National Guard and Reserves (including voluntary or involuntary service), in accordance with applicable federal and state law. Employees who are enrolled members of the Reserve components of the Armed Forces of the United States are entitled to leave of absence as is necessary to enable them to attend field training exercises or military deployments which have been duly ordered. Such leaves shall be without pay – not to exceed five years. Employees shall be allowed to use vacation time or compensatory time while fulfilling their military obligations. To the extent that this policy conflicts with any existing collective bargaining agreement, the agreement shall be observed.

### Procedure.

Notice of service must be given to the employee's immediate supervisor at the earliest possible date, but must be given prior to the beginning of the service. This notification requirement also applies to employees who serve in the National Guard and/or Reserves and who will miss work for regular monthly training. National Guard and Reserve employees should provide notification of their monthly training schedule for the year as soon as it is available.

Accrued, unused vacation, and sick leave, ~~and banked holidays~~ at the time the leave commences will be held in the employee's account unless requested to be paid out. Upon return from uniformed service the employee will once again start to accrue future vacation, ~~holidays,~~ and sick leave.

If an employee chooses, health insurance coverage may continue in one of two ways. Coverage can continue under the federal law known as COBRA. Coverage can also continue under the federal law known as USERRA. COBRA generally provides coverage for 18 months, although this period can be extended to 29 months or 36 months in certain circumstances (such as second qualifying events). USERRA is available only for individuals who qualify under this military leave policy. USERRA provides for up to 24 months of coverage after the uniformed service leave commences. If both COBRA and USERRA are elected, they run concurrently (i.e., at the same time) and not consecutively (i.e., not back-to-back). The City of Mayville will pay 50% of the COBRA share up to one year per deployment.

For the first 30 days of uniformed service, the employee will be required to pay the employee's share of any premium. For uniformed service, beyond that date, employees will be required to pay 50% of the total cost of coverage (employer share plus employee share), if the employee elects to continue coverage for up to one year per deployment. After the ~~one~~first year ~~time~~ per deployment, the employee will be required to pay 100% of the total cost of coverage (employer share plus employee share). Timely payments must be made to the City separately (e.g., via check). Contributions are due on the first of the month for which coverage will be provided. A grace period of 30 days will be provided for late contributions. If the amount owed is not received by the end of the grace period, coverage will be retroactively cancelled to the beginning of the month. Coverage is only available on a month-by-month basis; no partial months are allowed.

Employees on uniformed service leave of greater than 30 days must notify the Department Head and the Comptroller Treasurer prior to the commencement of their uniformed service that (i) they will be out on uniformed service; and (ii) whether they elect to continue health insurance coverage. If both of these requirements are not satisfied (or if requirement (ii) is not satisfied), the City reserves the right to cancel plan coverage as of the first of the month after the employee's departure from employment for uniformed service. However, if the employee failed to satisfy either requirements (or just requirement (ii)) because advance notice was not possible, was unreasonable or was prevented by military necessity, plan coverage will be reinstated retroactively upon ~~your~~the election to continue coverage and

payment of all unpaid amounts due. In this situation, ~~you~~<sup>the</sup> election and payment must occur within 30 days after it becomes possible for ~~you to make~~ the election.

If health insurance coverage for an employee is cancelled because of uniformed service leave, such coverage shall be reinstated upon the employee's reemployment.

City-provided life insurance and supplemental life is discontinued while on uniformed service. The employee may elect coverage continuation and pay the entire cost. Long-term disability insurance is discontinued while in uniformed service.

Employee service credits for military leave within the period will be determined by the State of Wisconsin Department of Employee Trust Funds.

The City will comply with all federal and state military and/or uniformed service leave laws and reinstate employees who have been on a uniformed service leave of absence in accordance with applicable federal and state law. Generally, all of the following criteria must be satisfied to be eligible for reemployment:

- — Employees provide advance notice of their service;
- — Employees return to work or apply for reemployment in a timely manner after conclusion of service;
- — Employees have five years or less of cumulative uniformed service while with the City; and
- — Employees have not been separated from service with a disqualifying discharge or under other than honorable conditions.

Employees will retain seniority rights as if employment had been continuous and had not been interrupted by uniformed service. Employees will be eligible to participate in all benefit programs in which they would have participated had they not been on leave of absence.

In certain instances, employees may be required to undergo fitness-for-duty examinations prior to returning to work.

Time limits for returning to work depend, with the exception of fitness-for-duty examinations, on the duration of the employees' uniformed service.

- Service of 1 to 30 days - Employees must report to work by the beginning of the first regularly scheduled work day that would fall eight hours after the end of the calendar day on which service ended.
- Service of 31 to 180 days - Employees must submit an application for reemployment no later than 14 days after completion of uniformed service.

- Service of 181 or more days - Employees must submit an application for reemployment no later than 90 days after completion of uniformed service.

Failure to seek timely re-employment and/or exceeding the unpaid leave granted may result in termination of the leave and termination of employment.

## 6.8 Worker's Compensation<sup>\*\*</sup>:

All employees shall be covered by Worker's Compensation Insurance. In the event an employee suffers compensatory injury or illness in the course of performing his/her duties, he/she shall receive his/her regular salary. If the illness or injury is of a duration in which Worker's Compensation is paid, he/she shall receive the appropriate amount of Worker's Compensation pay and will, in addition, receive an amount from the City which in aggregate equals his/her normal net take home pay. There is a 3-day waiting period regarding worker's compensation benefits. An employee is not entitled to compensation for the 3 days following the last day of work for the injury. However, if the employee is still disabled as of the 8<sup>th</sup> day following the work injury, the 3 day waiting period is waived and the employee qualifies for benefits for the 3 days. An employee may use sick time or vacation time for the 3 days. Time paid for in this article shall not be charged to sick leave. Employees involved in an accident may be required to take a blood drug and alcohol test.

## 6.9 Health / Dental Insurance:

Each employee will be eligible to participate in the City's group health and/or dental insurance program in accordance with the terms of the Wisconsin Employee Trust Fund's (ETF) eligibility rules. The City can choose an ETF option that is health only or health and dental combined. The City, in its sole discretion, reserves the right to change or modify the health insurance offered by the City including, but not limited to, health benefits, coverages, and/or carrier(s).

All employees, including part-time employees, participating in the Wisconsin Retirement System (WRS) are eligible for group insurance and must be offered coverage if the employer elects to provide coverage under the Wisconsin Public Employers Group Health Insurance Program. This includes:

- Active employees participating in the WRS.
- Retired employees receiving an annuity from the WRS (including a lump sum or disability annuity) who were participants in the employer's preceding group health insurance plan.
- Insured employees terminating employment after age 55 (age 50 for protective category employees) having 20 years of WRS creditable service who defer the annuity. Insured employees, who terminate employment) for reasons other than gross misconduct) and fail to meet the above age and service requirement, must be offered continuation coverage.

- d. Rehired annuitants that elect to return to active WRS coverage.

An employee who is eligible to participate in the City's group health/dental insurance program may be responsible for contributing to the premium for the insurance program coverage and for paying out of pocket expenses such as deductibles, co-payments/drug co-payments, and coinsurance. A regular part-time employee may be responsible for contributing a greater amount to the premium for the insurance program coverage.

Annually, the City Council sets the employee and employer premium contribution rate for the insurance premiums.

If eligible under ETF's rules, an employee, upon disability and/or retirement, may continue to be covered by the City's health and dental insurance plans provided that said employee pays 100% of the premiums for coverage in advance to the City. Dental Insurance Option at Council Choice:

When dental insurance is offered as a separate policy not included in the ETF health insurance option, dental coverage is offered to full-time, eligible retired and disabled employees.

#### **6.10 Life Insurance and Short-Term Disability Insurance:**

Employees are provided life insurance in conjunction with the Wisconsin Retirement Fund and the terms of the life insurance program. The City will pay the full cost of the Basic Premium plus 20% as required. Employees may also elect to purchase additional units of life insurance. Payments for these additional units shall be deducted from the employee's paycheck on the first payroll of each month.

The City agrees to pay up to \$3.00 per month for the cost of Spouse and Dependent Life Insurance Program for current employees.

Employees who work 30 hours or more a week are provided Short-Term Disability Insurance which will compensate a weekly payment per the policy for claims up to 26 weeks. Also provided under the Short-Term Disability Plan is an additional \$10,000 of life insurance. The City shall pay the full cost of the Short-Term Disability premium for employees who work 30 hours or more a week.

#### **6.11 Retirement:**

The City participates in the Wisconsin Retirement System. Eligibility for employee participation in Wisconsin Retirement System is established by ETF. Eligible employees shall be responsible for making employee-required contributions to the Wisconsin Retirement System. Any employee may contribute an additional amount to the Wisconsin Retirement Fund should he/she desire to do so by payroll deduction or other means mutually agreed to by the employee and the City.

**6.12 Regular Part-Time Employees:**

Only regular part-time employees will be eligible for any fringe benefits (except for the retirement program where any employee meeting requirements will be eligible). Regular part-time employees shall be permitted to enroll in the City’s medical insurance, life insurance and retirement programs and must meet eligibility requirements. If eligible, the City shall pay all premiums of the employee on a pro rata basis to the number of hours worked by the employee. Other fringe benefits will also be entitled on a pro rata basis for actual hours worked.

**6.13 Deferred Compensation Plan\*\*:**

The City provides an option to any regular full-time or part-time employee to invest a portion of the employee’s present earnings in a deferred compensation plan. This is an arrangement where a certain dollar amount can be designated by the employee to be withheld from the employee’s paycheck and invested for payment at a later date, usually at retirement. Under this arrangement, neither the deferred amount nor earnings on the investments are subject to current federal income taxes until such time as the employee receives payment from the plan.

Contributions to the program are financed solely by the employee through payroll deductions. Benefits received through this program are in addition to any Social Security or public employee’s retirement program benefits for which the participating employee would be eligible. There are two plans available to the Employee to choose from: Wisconsin Deferred Compensation Program and North Shore Bank.

**6.14 Employee Service Recognition Awards for Regular Full-Time and Regular Part-Time Employees:**

The following are awards in recognition of continuous service to the City of Mayville:

Five Years of Service	\$35.00 Gift Certificate
Ten Years of Service	\$45.00 Gift Certificate
Fifteen Years of Service	\$60.00 Gift Certificate
Twenty Years of Service	\$95.00 Gift Certificate
	Twenty-five Years of Service
	\$120.00 Gift Certificate
	Thirty Years of Service
	\$170.00 Gift Certificate
	Thirty-five Years of Service
	\$200.00 Gift Certificate
	Forty Years of Service
	\$250.00 Gift Certificate

Each regular full-time employee will receive the appropriate gift certificate together with a Plaque of Appreciation from the City. Each regular part-time employee will receive the appropriate gift certificate together with a Certificate of Appreciation from the City. The honored employee is allowed to choose which Mayville business the gift certificate would be issued for. The City Clerk will provide a list of eligible Mayville businesses from which the gift certificate may be awarded. In addition, there will be Mayoral recognition in an open meeting for every five years of service.

Upon retirement, the City will issue a \$100 gift certificate from a City of Mayville Business at the employee's choice with a resolution of appreciation.

#### **6.15 Protective Eyewear Reimbursement and Required Safety Equipment:**

Once every two years, the City will reimburse personnel for prescription safety glasses/protective lenses and frames if their position requires this type of equipment. The eyewear should be purchased from a licensed ophthalmologist or optometrist. Should the employee's safety glasses be broken on the job, the City shall pay for the actual cost for replacement glasses subject to supervisor's authorization and certification that the breakage occurred during hours of work for the City. The maximum reimbursement for protective eyewear will be \$275.

The City shall provide required safety equipment to the employees so as to comply with O.S.H.A. standards.

#### **6.16 Commercial Driver's License (CDL):**

If a position requires a commercial driver's license (CDL) and an employee loses his/her CDL, he/she must notify the supervisor immediately. If an occupational license is not subsequently granted, the employee may be assigned duties and tasks that would not require possession of a CDL. Such assignment of duties and tasks shall be at the sole discretion of the Department Head. While on assigned duties, the employee will be paid at the *General Hire* rate of pay.

#### **6.17 Uniform Allowance:**

All non-union police department personnel are required to wear uniforms. During the initial year of employment, the City shall provide all necessary uniform articles and equipment without cost to the personnel.

After the initial year of employment, the Police Chief and Police Captain shall receive an annual uniform allowance of \$550.00. The Police Dispatchers shall receive an annual uniform allowance of \$250.00. This uniform reimbursement shall be for articles necessary to complete the employee's uniform only. Effective as of January 1, 2012, and hereafter, by January 31<sup>st</sup>, of each year disbursements will be made on the employee's paycheck.

An employee who terminates his/her employment during the first year of service shall return the clothing and equipment to the City within five (5) days of his/her termination.

In the event that uniforms are damaged in the course of the employee's duties, they shall be replaced at no cost to the employee, provided that the clothing is turned over to the Chief with a written report of the incident as soon as possible after the incident. Such cost shall not be deducted from the employee's uniform allowance.

### **6.18 Cellular Phone Reimbursement:**

The Police Chief, Police Captain and all Department Heads are allowed to submit for reimbursement the monthly base charge for their personal cellular phones if not paid for by the City. The amount of this reimbursement shall not exceed \$120.00 per year.

### **6.19 Utility Employee Safety Footwear:**

Utilities employees that are required to wear safety toed footwear as a condition of employment shall be reimbursed up to \$150.00. Such reimbursement shall be limited to once per employee every 12 months. Actual dated receipts submitted to the Utility Director will be reimbursed via check up to the actual purchase price, but not exceeding \$150.00.

## **Section #7 – Termination of Employment**

### **7.1 Resignation:**

If an employee decides to leave the employment of the City of Mayville, it is hoped that it will be under pleasant circumstances. The reason for leaving and future plans should be discussed with the supervisor. A written notice of resignation shall be given to the supervisor at least two (2) weeks prior to the resignation date.

## **Section #8 – Employee Discipline**

### **8.1 Policy:**

It is the intention of the City of Mayville to administer a fair and effective means for discharging, suspending, demoting or reducing the pay of non-probationary employees.

Any employee who violates any City policy, procedure, rule or regulation, whether written or unwritten, shall be subject to disciplinary action which may, but need not, include oral warnings, written warnings, suspension without pay, work restrictions, or any other discipline, up to and including termination. The nature of the discipline will depend upon the nature of the violation and the surrounding circumstances.

Some things, for which an employee may be disciplined, up to and including termination, include the following but not limited to:

- failure of employee to perform his/her duties as listed in job description with competence and integrity;
- neglect of duty, contractual obligations or other rules and regulations;
- refusal or failure to obey legitimate orders from a supervisor, unwillingness to submit to the supervisor's authority or insulting behavior toward a supervisor;

- failure to respect confidentiality of records;
- drawing salary for time not actually on duty;
- frequent tardiness and absenteeism;
- falsification of forms or expense vouchers;
- reporting for work, or while at work, visibly displaying evidence of having consumed alcoholic beverages or illegal drugs or having possession of such items;
- unauthorized possession of firearms or other weapons on City property;
- physical fighting or assault on a co-worker or citizen;
- theft, destruction, defacement or misuse of City property or of another employee's property;
- serious deliberate misuse of equipment or abuse of keys;
- acceptance of gifts or gratuities, if in excess of ordinance;
- misuse of internet or e-mail.

## **8.2 Disciplinary Actions:**

Types of corrective action include a verbal reprimand, a written reprimand, suspension or discharge. While the City may choose to follow a progressive discipline protocol, the City is not required to issue discipline in any particular sequence. The nature of the offense will determine which level of discipline is appropriate. If the action taken is suspension or discharge, the employee must receive written notice. Said notice must include: the specific reason for the corrective action, the corrective action to be imposed and the effective dates and length of the corrective action. The original copy of the written notice of corrective action must be directly given to the employee. A copy of the written notice must be filed with the supervisor and Personnel Committee. The disciplinary process may be invoked at any step based on the severity of the incident.

Disciplinary action against Police and Fire Department Subordinates and Chiefs will be handled according to Wisconsin State Statutes 62.13.

Disciplinary action against Library employees will be handled by the Library Director.

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## Section #9 – Grievances and Appeals

### 91901 Grievance Procedure:

A. Policy. The City of Mayville has established ~~this~~the Grievance Procedure Policy for ~~a City~~an employee to utilize for matters concerning employee(i) discipline, (ii) termination, and/or (iii) workplace safety that are covered by this Grievance Procedure~~policy~~. This ~~Procedure~~policy provides ~~each~~an employee with ~~the~~an individual opportunity to address concerns regarding ~~employee~~ discipline, termination, or workplace safety matters, to have those matters reviewed by an Impartial Hearing ~~Officer~~Office, and to appeal to the City~~Common~~ Council.

~~An employee shall use this Grievance Procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues covered by this Procedure of the City of Mayville.~~

The City ~~Council~~ expects ~~the employee~~employees and management to exercise reasonable efforts to resolve any questions, problems or misunderstandings prior to utilizing this policy. An employee subject to a contractual grievance procedure shall follow the contractual grievance procedure to the extent those procedures cover the matters covered by the Grievance Procedure. An employee subject to statutory dispute resolution procedures shall be subject to those procedures to the extent those procedures cover the matters covered by the Grievance Procedure. This Grievance Procedure does not create a legally binding contract ~~or a contract of employment~~. ~~The City of Mayville reserves all rights.~~

The City reserves all rights, and this policy does not create a contract of employment. Employees of the City of Mayville are employed at-will and may resign with or without reason. The City may terminate the employment relationship at any time with or without reason and without violation of applicable law.

### B. Procedure.

1. Definitions. ~~For the purpose of this policy, the following words and terms shall have the following meanings:~~  
~~“Termination”. “Termination” means a separation from employment by the employer for disciplinary or quality of performance reasons. “Termination” does not include layoff, furlough or reduction in workforce, job transfer, non-disciplinary demotion, reduction or position elimination, resignation, abandonment, retirement, nonrenewal of contract, death, separation as a result of disability, action taken pursuant to an ordinance created under Wisconsin Statute Section 19.59(1m), or the end or completion of temporary employment, seasonal employment, contract employment, or assignment.~~  
~~“Employee Discipline”. “~~

a. Administration means the City Administrator or designee who is authorized to respond to a grievance filed by an employee.

- b. **Employee** means all full-time and part-time employees of the City, not including those employees subject to a collective bargaining agreement addressing employee discipline, termination and workplace safety, statutorily appointed individuals identified specifically in statute as serving at the pleasure of an appointing authority, elected officials, and independent contractors.
- c. **Employee discipline**<sup>2</sup> means an employment action that results in disciplinary suspension, with or without pay, disciplinary termination, or disciplinary demotion. “Employee discipline” does not include oral ~~or reprimands or warnings~~, written reprimands or warnings, performance improvement plans, performance ~~evaluation~~evaluation or reviews, documentation of employee acts or omissions, administrative leave or suspension with or without pay, non-disciplinary wage, benefit or salary adjustments, changes in assignment, action taken pursuant to an ordinance created under ~~s. 19.59(1)~~§19.59 (1m), Wisconsin Statutes, or other non-material employment actions.
- d. **Grievant** means the employee who has filed a grievance with the City.
- e. **Termination** means a separation from employment by the employer for disciplinary or quality of performance reasons. “Termination” does not include layoff, furlough or reduction in workforce, job transfer, non-disciplinary demotion, reduction or position elimination based on failure to meet qualifications, resignation, abandonment, retirement, nonrenewal of contract, death, separation as a result of disability, action taken pursuant to an ordinance created under §19.59(1m), Wisconsin Statutes., or the end or completion of temporary employment, seasonal employment, contract employment or assignment.
- f. ~~“Workplace Safety”.~~ ~~“Workplace safety”~~ which shall be narrowly construed and not construed to include basic conditions of employment unrelated to physical health and safety. ~~“Workplace Safety”~~, means conditions of employment related to the physical health and safety of employees, as long as such conditions are not enforceable under state or federal laws, and includes safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk. “Workplace safety” does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, sick, family, or medical leave, work

schedules, breaks, termination, vacation, performance reviews, and compensation.

2. Matters Not Covered By This Policy:

- a. The scope of a grievance that is subject to the jurisdiction of a governmental body or specific procedure by other Wisconsin Statutes shall be governed by those statutes and not this policy.
- b. The scope of a grievance that is subject to a grievance procedure in a collective bargaining agreement may not be brought forth under this policy.
- c. The scope of a grievance that is subject to other Policy Ordinance for formal or informal investigation or dispute resolution procedures may not be brought forth under this policy.

3. ~~93~~ Timelines and Grievance Format Steps:

- a. Verbal Grievance and Dispute Resolution. Within ~~fourteen~~five (~~14~~5) ~~calendar~~working days of the ~~termination,~~—employee discipline, or actual or reasonable knowledge of the workplace safety issue, and prior to filing a written Grievance, the Grievant must discuss the dispute with the supervisor who made the decision. The supervisor and employee must informally attempt to resolve the dispute. The supervisor shall notify the City ~~Clerk~~Administrator of this meeting and the results of the meeting.
- b. Written Grievance Submission. The employee must file a written Grievance within ~~fourteen~~fifteen (~~14~~15) ~~calendar~~working days of the termination, employee discipline, or actual or reasonable knowledge of the workplace safety issue. The Grievance must be in writing and must be filed with the supervisor and with a copy to the City ~~Clerk~~Administrator. The Grievance shall contain a clear and concise statement of the pertinent facts, the dates the incidents occurred, the identities of the persons involved, documentation related to the Grievance in possession of the Grievant, the steps taken to informally resolve the dispute and the results of those discussions, all reasons why the actions of the supervisor should be overturned, if applicable, and the remedy that should be issued. A Grievance alleging a workplace safety issue shall also identify the workplace rules allegedly violated, if applicable.
- c. Representation. The Grievant shall have the right to representation during the Grievance procedures at the Grievant's expense. The representative may be an attorney, or a personal advocate selected

by the Grievant. The representative shall not be a material witness to the dispute.

- d. Administrative Response. ~~Representatives of the City's Administration, as authorized by the Mayor,~~ shall meet with the Grievant within ~~fourteen~~ten (14~~10~~) ~~calendar~~working days of receipt of the written Grievance to discuss voluntary resolution of the Grievance. If those discussions do not resolve the Grievance, then the Administration will provide a written response to the Grievance within five (5) ~~calendar~~working days of the meeting. The written response shall contain a statement of the date the meeting between the Administration and the Grievant occurred, the decision to sustain or deny the Grievance, and the deadline for the Grievant to appeal the Grievance to an Impartial Hearing Officer. ~~The written response shall be hand delivered or sent by certified mail to the Grievant. The City and the Grievant shall split the cost of the Impartial Hearing Officer equally if the impartial hearing officer deems the grievance unsubstantiated.~~

~~Impartial Hearing. The decision of the Administration shall be final unless the Grievant files a written appeal requesting a hearing before an Impartial Hearing Officer. The written appeal shall be filed with the City Clerk within ten (10) calendar days of the date the Administrative Response is sent to the Grievant. The Impartial Hearing Officer shall file the written response within fifteen (15) calendar days of the close of the hearing.~~

~~Appeal for Review. Either party may file a written request for review by the City Council within ten (10) calendar days of receipt of the Impartial Hearing Officer's written response. The written notice of appeal shall contain a statement explaining the reasons for the appeal and a copy of the Grievance, the Administration's response to the Grievance, and the Impartial Hearing Officer's written response. The written notice of appeal may not include information that was not presented at the Hearing.~~

~~Decision of the Governmental Body. The City Council shall make a decision regarding whether or not a meeting will be held within thirty (30) calendar days of the appeal. A decision by the governmental body will be made within sixty (60) calendar days of the filing of the appeal for review unless the governmental body extends this timeframe.~~

- e. Importance of ~~Timelines~~Timeliness and Process. A Grievance will be processed pursuant to the established timelines. A Grievant may advance a Grievance to the next step if a response is not provided within the designated ~~timeframes~~time frames. A Grievant may not file or advance a Grievance outside of the designated ~~timeframes~~time frames. The Administration may advance a Grievance to the next step at the written ~~request of either the Grievant or the Administration. The timelines may be modified by~~ mutual agreement of the Grievant and Administration. The failure

of the Grievant to follow the timelines and other requirements in this policy shall result in the Impartial Hearing Officer not having jurisdiction over this matter and shall terminate the Grievance Procedure for ~~that~~the Grievance. The ~~Impartial Hearing Officer shall have the authority to determine whether the~~ Impartial Hearing Officer has jurisdiction, which may be subject to review by the ~~City Council~~governmental body.

Scheduling. Grievance meetings and hearings will typically be held during the Grievant's off-duty hours. Time spent in Grievance meetings and hearings ~~during the Grievant's work hours as required by the City will be considered as paid time. Time spent in Grievance meetings outside the Grievant's normal work hours~~ will not be considered as compensable work time ~~for the Grievant~~.

f. Individual ~~claim~~Claim. Any Grievance filed regarding workplace safety must relate to issues personal to the Grievant filing the Grievance and may not relate to, without limitation by enumeration, safety ~~or of~~ property ~~of, or~~ third parties. A Grievance filed regarding workplace safety must be filed by the Grievant claiming he or she has been personally affected by the alleged workplace safety violation.

#### ~~94~~ Hearing Procedure

g. Impartial Hearing. The decision of the Administration as to the Grievance shall be final unless the Grievant files a written appeal requesting a hearing before an Impartial Hearing Officer. The written appeal shall be filed with the City Administrator and within ten working days of the Administrative Response. If no Administrative Response has been filed within the time limits of the Policy, then the written appeal shall be filed within ten working days of the voluntary resolution meeting.

i. Costs. Each party shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney fees, in investigating, preparing, or presenting a grievance. The fees of the Impartial Hearing Officer shall be paid equally by the Grievant and the City.

ii. Selection of ~~the Impartial~~ Hearing Officer. Following receipt of the appeal requesting a hearing before an Impartial Hearing Officer, the Administration shall ~~select~~provide the name of the person who shall serve as an Impartial Hearing Officer.

~~Pre- The Impartial Hearing Conference and Timelines. The Administration, Grievant and Impartial Hearing Officer shall conduct a pre-hearing conference and select a date for hearing not more than forty-five (45) calendar days from the date of receipt of the appeal. The Impartial Hearing Officer shall assign dates for preliminary matters that may arise prior to the hearing.~~ Officer shall be assigned and notice provided to the Grievant within ten working days of the date of receipt of the appeal. The Impartial Hearing Officer shall assign dates for preliminary matters that may arise prior to the hearing. be Dodge County Court Commissioner or an attorney representing Dodge County municipality, unless a mutually agreed upon alternative Impartial Hearing Officer is selected by the Administration and Grievant.

iii. Administration Representative. The Administration shall be represented before the Impartial Hearing Officer by the City Administrator, Department Head, and/or the City Attorney.

iv. Conciliation. Prior to the Hearing, the parties and Impartial Hearing Officer may engage in conciliation meetings to resolve the dispute. In cases involving allegations of workplace safety, the conciliation meeting shall be mandatory and shall occur not more than ten ~~(10) calendar~~ working days after assignment to the Impartial Hearing Officer. The Impartial Hearing Officer's involvement in any conciliation process shall not disqualify the Impartial Hearing Officer from hearing ~~and deciding~~ the merits of any Grievance unless all parties agree to replace the Impartial Hearing Officer.

~~Representation. The Grievant shall have the right to representation during the Grievance Procedure at the Grievant's expense. The representative must not be a material witness to the dispute.~~

v. Pre - Hearing Conference and Timeliness. The Administration, Grievant, and Impartial Hearing Officer shall conduct a pre-hearing conference and select a date for hearing not more than thirty (30) calendar days from the date of assignment of the Impartial Hearing Officer. The Impartial Hearing Officer shall assign dates for preliminary matters that may arise prior to the hearing.

vi. Record of Proceedings. The Impartial Hearing Officer shall conduct the proceedings and make a record of the proceedings. Following the issuance of the decision, the record shall be provided to the City Clerk for preservation.

- vii. Burdens. The Grievant shall bear the burden of production and burden of proof. The rules of evidence shall not be strictly followed, but no factual conclusions may be based solely on hearsay evidence. Not less than ten ~~(10)~~ days prior to the hearing, the Grievant and the Administration shall exchange lists of witnesses and documentary evidence that they intend to introduce at the proceedings.
- viii. Written Response. After receiving the evidence and closing the hearing, the Impartial Hearing Officer shall issue a written response. The Impartial Hearing Officer may request oral ~~or~~ and written arguments and replies. The ~~written response~~ recommendation shall contain findings of fact, analysis, and a recommendation. The Impartial Hearing Officer must answer the following question: Based on the preponderance of the evidence presented, has the Grievant proven the decision of the Administration was arbitrary or capricious? The Impartial Hearing Officer shall file a written response within fifteen (15) working days of the close of the hearing.
- ix. Powers of the Hearing Officer. The Impartial Hearing Officer shall have the power to issue a ~~written~~ response to the Grievance. The Impartial Hearing Officer shall have no power to issue any remedy, but the Impartial Hearing Officer may recommend a remedy. Remedial authority shall be subject to the determination and approval of the ~~City Council~~ Personnel Committee and shall be addressed ~~by~~ be ~~that Committee in the City Council~~ event the Grievance is sustained.

~~95— Decision of City Council and Appeal To City Council:~~

~~Review and Decision by City Council. A copy of the written decision and~~

- h. Appeal to Common Council. The non-prevailing party to the impartial hearing may file a written request for review by the Common Council within ten (10) working days of receipt of the Impartial Hearing Officer's written response.
- i. Written Appeal. The written notice of appeal shall contain a statement explaining the reasons for the appeal and a copy of the Grievance, the Administration's response to the Grievance, and the Impartial Hearing Officer's response. The written notice may not include information that was not presented at the hearing. The request shall be filed with the Mayor and with a copy to the prevailing party.

- ii. Record of the Hearing. Upon appeal of the response of the Impartial Hearing Officer, a copy of the record shall be provided to the Citymembers of the Common Council.
- iii. Review. The CityCommon Council ~~may decide, in each situation, whether it will~~shall review the record and ~~written response~~determine whether a rational basis exists for the Impartial Hearing Officer's decision. The findings of fact of the Impartial Hearing Officer ~~and makes~~shall not be overturned unless clearly erroneous. In the event the Common Council does not sustain the Impartial Hearing Officer's decision, then the Common Council may render a new decision, whether it will and remedy, request the Impartial Haring Officer to take further evidence, assign an Impartial Hearing ~~Officer~~office to create a recommendation for the CityCommon Council's review, ~~whether it will or~~hold a new hearing and make an independent decision; ~~whether it will exercise the City Council's remedial authority, whether it will reconsider its decision or whether it will exercise other authority within the power of the City Council. The manner and process of review is the sole choice of the City Council.~~ The City Attorney shall provide legal advice to the Common Council during any review and shall not represent the position of the Administration at the review.
- iv. Additional Information. The CityCommon Council may offer the Grievant and the Administration the opportunity to provide information to the CityCommon Council in a meeting duly noticed for closed session or open session discussion. The CityCommon Council may request written or oral arguments from each party.
- v. Decision of the Common Council. The Common Council shall hold a meeting within thirty (30) calendar days of the filing of an appeal of the decision of the Impartial Hearing Officer. A decision by the governmental body will be made within sixty (60) calendar days of the filing of the appeal unless the governmental body extends this time frame. All decisions of the CityCommon Council involving the Grievance shall be by simple majority vote and in writing and filed with the City Clerk within five days of the date of the final decision. A copy of the final decision shall be ~~provided~~delivered to the Grievant and the Administration ~~and any request for reconsideration shall be filed within ten~~

~~calendar days of the date the decision is issued.~~ The CityCommon Council's decision is final and is not subject to appeal.

## **Section #10 – Personnel Records**

### **10.1 Personnel Records\*\*:**

A personnel file will be maintained for every employee and will contain records relevant to the employee's position in the City. Such records shall include, but not be limited to the following: Application and references, letter of employment, job description, salary, personal leave information, training activities, performance evaluating record, home address and telephone number, and person to be contacted in case of emergency. Vacation record, sick leave record, and compensatory time record is maintained in the payroll system. Personnel records maintained by the Library, Police Department, Fire Department, EMS, Utility Commission, or City Hall offices will be held in strictest confidence except as follows:

The City Council shall have access to performance reviews, which are part of the personnel records, upon request to the Department Head or City Clerk. Employees will be permitted access to their own file upon written request to the City Clerk or Department Head.

Employees have a responsibility to make sure their personnel records are up to date and should notify the Clerk's office in writing of any changes in at least the following:

1. Name;
2. Address;
3. Telephone number;
4. Marital Status (for benefits and tax withholding purposes only);
5. Number of dependents (for benefits and tax withholding purposes only);
6. Addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only);
7. Beneficiary designations for any of the City's insurance, disability, pension;
8. Persons to be notified in case of emergency;
9. Salary Adjustments.

In addition, employees who have a change in the number of dependents or marital status must complete a new W-4 form for income tax withholding purposes within ten days of change, if the change results in a decrease or increase in the number of dependents.

Employees shall have a right to inspect their personnel files at a minimum twice per year in accordance with 103.03, Wis. Stats., upon seven days' notice. The file will be made available for inspection within the City and a copy will be provided at the employee's expense.

**Section #11 – Pay Plan**

The function of the Pay Plan is to provide for the equitable pay of the employees, to reward employees for performance and to guide City officials in the consideration of problems involving salary and wage payments. A Pay Plan eliminates the necessity for considering individual positions (and therefore, possibly personalities) and simplifies the work of the City Council in providing equitable treatment for all.

The Pay Plan will be reviewed annually and modifications made to keep salaries/wages competitive. Attached is a sample of the Pay Scale which will also be reviewed annually to determine its accuracy to market values of the noted position.

There are five (5) scales in this pay plan. The following positions will be illustrated in the Pay Plan as follows:

Level 1	Deputy City Clerk
Level 2	Police Administrative Assistants/Dispatchers, Administrative Assistant – Utilities Utility Operator, DPW Laborers
Level 3	City Clerk, Utility Accountant, TAG Center Facilities Maintenance Manager, TAG Center Office Service Manager, Public Works Superintendent, Library Director, Utility Foreman, Utility Lab Tech, DPW Laborer Electrician
Level 4	Police Captain
Level 5	Comptroller/Treasurer, Director of Parks, Recreation, and Public Works, Chief of Police, Wastewater & Water Utility Director

Employees may be compensated for meritorious performance. Determination of meritorious performance will be recommended by the Personnel and Finance Committee to City Council based on employee performance evaluations done by the Department Head.

Additionally, the Library Board and Water Wastewater Utility Commission will be responsible for determining meritorious performance for Library employees and Water Wastewater Utility employees respectively.

**Section #12 – Performance Reviews**<sup>\*\*</sup>

The public expects high quality service from our employees that is delivered in a manner in the interests of the City, the public and the efficient and effective use of resources. The City expects all employees to perform their job duties at a high quality level that exceeds the expectations of our citizens. As the City has limited resources available, it must only employ individuals who are committed to and capable of providing high quality services. Therefore, apathy, an inability to work as a member of a team, attitudinal issues, and marginal or unacceptable work performance are inconsistent with interests and expectations of the City and the public.

Mid-Year or annual evaluations are an important part of ensuring the City is employing the right people to work for its citizens. Evaluations are an opportunity to let each employee know how he or she is performing, how performance may be improved and to receive input from the employee concerning training, supervision, or any job difficulties that may be occurring. The Employer will evaluate employee performance. Some of the job factors that are reviewed include: accuracy, quality of work, quantity of work, dependability, adaptability, job knowledge, organization, judgment, initiative, cooperation, ability to get along with others, public service mindset, attitude and attendance. It is the employee's responsibility to improve his or her performance to the level. The practices for department or positions for the evaluation process may vary, and must be complete by October 1<sup>st</sup>.

The Library Board shall annually review the wages, hours, and conditions of employment and performance evaluations of employees not represented by recognized City employee organizations.

The Water Wastewater Utilities Commission shall annually review the wages, hours, and conditions of employment and performance evaluations of employees not represented by recognized City employee organizations.

Pursuant to Ordinance 38-6 (4). the Personnel Committee shall annually review the wages, hours and conditions of employment of all employees not represented by recognized City employee organizations and shall submit its recommendations to the Council each year for the following year.

**Section #13 – Job Descriptions**

See the attached job description for your position.