



Regular Village Board Meeting Agenda

Tuesday, December 3, 2024

6:00PM

Village Hall, 235 Hickory Street, Pewaukee, WI 53072

To view the meeting live:

https://www.youtube.com/live/DoiHxg6i4f0?si=GGp-tMX4C32uu6_L

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Public Hearings/Presentations.
3. Approval of Minutes of Previous Meeting.
 - a. Minutes from the November 19, 2024, Regular Village Board Meeting
4. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.*
5. Ordinances – None.
6. Resolutions – None.
7. Old Business – None.
8. New Business.
 - a. Review, discussion and possible action on proposal for 2025 Street and Utility Improvement Program Design Services Proposal.
 - b. Review, discussion and possible action on 2025 Employee Handbook Updates.
 - c. Review, discussion and possible action on the process and time-line for the performance review and 2025 goal setting for the Village Administrator.
 - d. Review, discussion and possible action on cancelling the regular Village Board meeting on January 7, 2025.
 - e. Review, discussion and possible action on maintenance request for Bill Brown Island on Pewaukee Lake.
9. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.*



Regular Village Board Meeting Agenda

10. Closed Session - The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically regarding Village Police Clerk/Clerk of Court and pursuant to Wis. Statute Section 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding contract negotiations with the police labor union
11. Reconvene into open session
 - a. Approval of a collective bargaining agreement with the police labor union..
12. Adjournment.

Note: Notice is hereby given that a quorum of a Village Committee and/or Commission may be present at the Village Board meeting, and if so, this meeting shall be considered an informational meeting of that Committee or Commission and no formal action of that Committee or Commission shall occur. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request such assistance, contact the Village Clerk at 262-691-5660.

Posted November 26, 2024

**VILLAGE OF PEWAUKEE
REGULAR VILLAGE BOARD MINUTES
NOVEMBER 19, 2024**

<https://www.youtube.com/live/bl-88zSilzs?si=X-MDmGq4kSx9qlhg>

1. Call to Order, Pledge of Allegiance, Moment of Silence, and Roll Call

President Knutson called the meeting to order at approximately 6:00 p.m. The Pledge of Allegiance was recited, followed by a moment of silence.

Roll Call was taken with the following Village Board members present: Trustee Heather Gergen, Trustee Bob Rohde, Trustee Kelli Belt, Trustee Chris Krasovich, Trustee Kristen Kreuser, and President Jeff Knutson.
Excused: Trustee Jim Grabowski.

Also Present: Parks & Recreation Director, Nick Phalin; Village Attorney, Matt Gralinski; Village Administrator, Matt Heiser, and Village Clerk, Jenna Peter.

2. Public Hearings/Presentations

a. Public Hearing on 2025 Draft Budget

No comments.

3. Approval of Minutes of Previous Meeting

a. Minutes from the October 15, 2024, Regular Village Board Meeting

Trustee Krasovich moved, seconded by Trustee Gergen, to approve the October 15, 2024, minutes of the Regular Village Board meeting as presented.
Motion carried 6-0.

b. Minutes from the November 6, 2024 Regular Village Board Meeting

Trustee Rohde moved, seconded by Trustee Kreuser, to approve the November 6, 2024, minutes of the Regular Village Board meeting as presented.
Motion carried 6-0.

4. Citizen Comments

Sarah Stephens – Owner, Beach Bum Bakery – Ms. Stephens has concerns regarding the beer garden at Lakefront Park. The beer garden will be in direct competition with the Brewery across that street that is set to open in 2025. It will also be taking away sales from the brick-and-mortar businesses. She is also concerned about the lack of parking that is already an issue downtown.

5. Ordinances – Presented out of order after item 8– New Business

a. Review, discussion and possible action on Ordinance No. 2024-08, An Ordinance Levying Property Taxes for the General Fund, the Debt Service Fund, TIF #2 Fund, and TIF #3 Fund for the Village of Pewaukee for the Year 2024 to Support the 2025 Budget

Attorney Gralinski noted for the record that in Section 1, the total amount to be levied for this is not included on the Ordinance listed online.

Trustee Krasovich moved, seconded by Trustee Rohde to approve Ordinance No. 2024-08 not to exceed \$5,237,377.

Motion carried 6-0.

6. Resolutions–

a. Review, discussion and possible action on Resolution No. 2024-17, Resolution Establishing the Fire-EMS Protection Fee Emergency Service Equivalent (ESE) Fee.

Administrator Heiser explained how the new amount for the ESE fee was calculated.

- The Fire Department saw a 4% increase in its total spending
- The Village's portion went up from 35.8% to 37.9% (i.e. an increase in call volume)
- The amount paid to the City increased from 90% to 92%

Administrator Heiser further explained that the multiplier for senior living has been removed. The re-allocation resulted in the a raise of the base fee. This year the fee is going up \$198 for a total of \$439.

Trustee Krasovich moved, seconded by Trustee Rohde to approve Resolution No. 2024-17

Motion carried 6-0.

7. Old Business

a. Review, discussion and possible action on proposal from RA Smith to perform work to establish Quiet Zones in the Village of Pewaukee

Trustee Rohde moved, seconded by Trustee Gergen to approve the contract with RA Smith not to exceed \$30,000.

Motion carried 6-0.

b. Review, discussion and possible action on review of proposed 2025 Village Budgets

Administrator Heiser explained the Transportation Fee has been discontinued. Those fees have been allocated to the General Fund. There will be a 6.9% decrease in the Mill Rate. The budgeted amount for the library has also changed.

1. Review and Action on General Fund Budget

Trustee Gergen moved, seconded by Trustee Krasovich to approve the General Fund Budget. Motion carried 6-0.

2. Review and Action on Capital Projects Funds Budget

Trustee Gergen move, seconded by Rohde to designate \$91,000 in ARPA funds for the Library roof and approve the Capital Projects Funds Budget.

Motion carried 6-0.

3. Review and Action on Debt Service Budget

Trustee Rohde moved, seconded by Trustee Gergen to approve the Debt Service Budget.

Motion carried 6-0.

4. Review and Action on TIF Budgets

Trustee Rohde moved, seconded by Trustee Krasovich to approve the TIF Budgets.

Motion carried 6-0.

5. Review and Action on Water Utility Budget

Trustee Rohde moved, seconded by Trustee Gergen to approve the Water Utility Budget.

Motion carried 6-0.

6. Review and Action on Storm Water Utility Budget

Trustee Krasovich moved, seconded by Trustee Kreuser to approve the Storm Water Utility Budget.

Motion carried 6-0.

7. Review and Action on Sanitary Sewer Utility Budget

Trustee Kreuser moved, seconded by Trustee Krasovich to approve the Sanitary Sewer Utility Budget.

Motion carried 6-0.

8. Review and Action on Cemetery Fund Budget

Trustee Rohde moved, seconded by Trustee Krasovich to approve Cemetery Fund Budget.

Motion carried 6-0.

9. Review and Action on Lake Patrol Budget

Trustee Krasovich moved, seconded by Trustee Kreuser to approve the Lake Patrol Budget.

Motion carried 6-0.

10. Review and Action on Laimon Family Lakeside Park Budget

Trustee Gergen moved, seconded by Trustee Rohde to approve the Laimon Family Lakeside Park Budget.

Motion carried 6-0.

8. New Business

- a. Review, discussion, and possible action on a Certified Survey Map request of applicant Erin and Kevin Ark to combine common lots of ownership. This 0.527-acre parcel, located at 214 1st St/ PWV 0899252, is zoned R-5 Single-Family Residential. Property owners are Kevin & Erin Ark.**

Administrator Heiser explained the CSM was approved at a Plan Commission meeting to clean up some lot lines.

Trustee Rohde moved, seconded by Trustee Gergen to approve the CSM subject to the Engineering and Planners Comments

Motion carried 6-0.

- b. Review, discussion and possible action to appoint David Kelnhofer as a Village Resident Member of the Park and Recreation Board**

Trustee Belt moved, seconded by Trustee Rohde to approve David Kelnhofer to the Park and Recreation Board

Motion carried 6-0.

- c. Review, discussion and possible action on proposal for PrimeTime Events, LLC, to operate a beer garden in Lakefront Park in 2025.**

Parks and Recreation Director, Nick Phalin explained The Tap Yard was approved with a recommendation by the Joint Parks and Recreation Board to operate a beer garden at Lakefront Park Thursday – Sunday from May – September. The Tap Yard initially requested 60 tables but was reduced to 21 tables for the 2025 season with the opportunity for expansion in the future. The beer garden’s hours would coincide with the Pewaukee Lake Water Ski Club’s ski shows. The Tap Yard’s business proposal was requested to have a 5-year term, the Joint Parks and Rec Board approved a 2-year term.

Discussion followed regarding concerns about parking, the beer garden competing with the brick-and mortar businesses, and the emphasis on having alcohol in a family-friendly space.

Phalin stated Oconomowoc has a similar vendor on their lakefront and have not had any issues. He also stated that Chad, the owner of Brewfinity, the business going in across the street, was not verbally opposed to the beer garden.

Trustee Gergen moved, seconded by Trustee Rohde to deny Tap Yard’s operation of a beer garden at Lake Front Park for 2025.

Motion carried on a roll call vote

5-1. Trustee Kreuser voting Nay.

- d. Monthly Approval of Checks and Invoices for All Funds – October 2024**

Trustee Krasovich moved, seconded by Trustee Belt to approve all checks and invoices for October 2024 with the exception to the library fund.

Motion carried 6-0.

Trustee Gergen moved, seconded by Trustee Krasovich to acknowledge the Library funds for October 2024.

Motion carried 6-0.

e. Review, discussion and possible action to plan the 150th Anniversary of the Village of Pewaukee in 2026

Trustee Rohde stated this would be a great opportunity to plan ahead and put together a year of events. A group would need to be formed to coordinate.

Administrator Heiser is working on a list of groups to meet and coordinate with as well.

Consensus of the Board to have Trustee Rohde start organizing for the 150th Anniversary for the Village of Pewaukee.

f. Review, discussion and possible action to use ARPA funds to purchase holiday lights for the beach

Trustee Krasovich explained that adding string lights to the poles to the downtown area would increase it's appeal for drawing traffic to the area. This could be an appropriate use of ARPA Funds. The lights from the Train Depot have also gone missing and suggested increasing the budget for lights to \$1,500 so those lights could be replaced as well.

Trustee Gergen moved, seconded by Trustee Kreuser to use \$1,475 in ARPA funds to purchase holiday lights for the beach.

Motion carried 6-0.

9. Citizen Comments – None.

10. Closed Session. – None.

11. Adjournment

Trustee Gergen moved, seconded by Trustee Rohde to adjourn the November 19, 2024, Regular Village Board meeting at approximately 7:04 p.m.

Motion carried 6-0.

Respectfully Submitted,

Jenna Peter
Village Clerk



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Village Board Members
CC: Matt Heiser, Village Administrator
From: David Buechl, P.E.,P.L.S, Director of Public Works/Village Engineer
Date: November 21, 2024
Re: Agenda item 8a. Discussion and possible action on proposal for 2025 Street and Utility Improvement Program Design Services Proposal

BACKGROUND

The Village completes an annual Street and Utility Improvement program to address projects listed in the Village's 5-year Capital Improvement program. The planned upcoming projects are listed below.

1. Glacier Road (from W. Wisconsin Avenue to west Village limits which is approximately 1,345 feet): asphalt pavement removal and replacement (current pavement rating = 5 – see foot note 1); relay of 1966 cast iron water main in Glacier Road, sanitary sewer lining;
2. Water main loop installation from Glacier Road to W. Wisconsin Avenue to improve water circulation and reliability subject to temporary access permission from lot owners and acquisition of permanent water main easements from lot owners;
3. E. Capitol Drive/Oakton Avenue (Clark Street intersection to approximately 185 feet east of the Dynex Drive which is approximately 1,100 ft): asphalt pavement removal and replacement with either concrete or asphalt (current pavement rating = 5), relay of 1977 ductile iron water main, possible storm sewer improvement, sanitary sewer lining, incorporation of improvements needed for Quiet Zone;
4. W. Wisconsin Avenue (from Canadian Pacific railroad tracks to Ryan Street): asphalt pavement removal and replacement with either concrete or asphalt (pavement rating = 5).

ACTION REQUESTED

The action requested of the Village Board is to approve the survey, design and bidding services proposal from R.A. Smith, of Brookfield, Wisconsin, for the time and materials estimated amount of \$159,458.

ANALYSIS

The scope of services is listed in the attached proposal. The scope has been reviewed and appears to be reasonable to accomplish the survey, design, and bidding needed for the projects. The E. Capitol Drive project was not listed to be completed in the 5-year plan but the condition of the pavement has deteriorated, and was proposed to be included by the Public Works and Safety Committee with the 2025 projects. The inclusion of the E. Capitol Dr. project allows the median improvement work on E. Capitol Drive and Oakton Avenue Zone to be accomplished in mid-2025 for the Quiet submittal process to continue. The level of effort needed for W. Wisconsin Avenue is lower because drawings were previously created.

I recommend the Village Board approve the attached survey, design and bidding services proposal dated November 14, 2024 from R.A. Smith, of Brookfield, Wisconsin, for the time and materials estimated amount of \$159,458. R.A. Smith has successfully completed other similar projects.

After drawings and final cost estimates are completed and budgets reviewed to finalize the projects to be bid, the proposal includes to start bidding the project in mid-April 2025.

Attachments

*note 1: pavement ratings are determined on a scale of 1-10 through contract with Ayres Associates every 2 years; 1-poor and 10-new construction



CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

November 14, 2024

Mr. David Buechl
Director of Public Works/Village Engineer
Village of Pewaukee
235 Hickory Street
Pewaukee, WI 53072

Sent via email

Re: Proposal for the Village of Pewaukee 2025 Road and Utility Improvement Program
raSmith Project No.: 2248114

Dear Mr. Buechl:

Thank you for giving raSmith the opportunity to provide you with a proposal for professional services. We look forward to working with Pewaukee on the 2025 Road and Utility Improvement Program. We appreciate working for the Village and continuing our long-standing relationship.

Scope of Services

Per your email dated October 28, 2024, and comments received on November 11, 2024, we understand that you are requesting surveying and design engineering services for the 2025 Road and Utility Improvement Program in the Village that will consist of the following locations and scope of services:

1. Glacier Road from W. Wisconsin Avenue to west Village limits (approximately 1,345 feet)
 - Topographic survey of the entire right-of-way within the project limits. Our surveyors will locate front property corners if they can be found. It appears that many of the properties do not have surveys since their legal descriptions extend to the center of the road.
 - Prepare asphalt paving plan and profile for work to consist of removing 5+/- inches of asphalt and replacing with 5+/- inches of asphalt. Plans will include cross sections every 50 feet and at driveways. A typical cross section will be developed that includes gravel or asphalt shoulders, which will be determined at the kick-off meeting. The urban and rural section limits will remain as is presently. There are minimal or no ditches, so only minor grading may be included in the plans (no major ditch grading effort/TLEs etc.).
 - Identify spot repair locations for curb and gutter.
 - Design up to six (6) ADA curb ramps at the intersection of Glacier Road and W. Wisconsin Avenue – on the Glacier Road leg of the intersection.
 - Include a specification section in the project manual and bid item for sanitary sewer lining. Village staff will acquire sanitary sewer televising and provide input on improvements.
 - Add notes to plans and bid items for spot repair of storm sewer appurtenances. Village staff will acquire storm sewer televising if they choose and provide input on necessary improvements.
 - Inspection of storm sewer structures to determine rehabilitation, repair or replacement.
 - Prepare plans for the replacement of an 8-inch watermain from the 12-inch main in W. Wisconsin Avenue to the westerly Village limits, including new aamin, valves, hydrants and services. Also, a watermain replacement on Kopmeier Drive from the main in Glacier Road to approximately 30 feet south of the centerline of Glacier Road.
 - Prepare and submit all necessary WDNR approval documents.



Mr. David Buechl
Director of Public Works/Village Engineer
Page 2 / November 14, 2024

2. Watermain loop between Glacier Road and W. Wisconsin Avenue (approximately 900 feet)
 - Site meeting to walk and evaluate location for the proposed watermain loop; determine feasibility and constructability; provide a summary memorandum for the design.
 - Topographic survey of the chosen route. Survey found property corners in the rear of the lots and along W. Wisconsin Avenue.
 - Prepare plan and profile drawings for the watermain connection between Glacier Road and W. Wisconsin Avenue.
 - Prepare and submit all necessary WDNR approval documents.
3. Capitol Drive/Oakton Avenue from the Clark Street intersection (west of the CP RR tracks) to approximately 185 feet east of the centerline of Dynex Drive (approximately 1,100 feet)
 - Topographic survey of the entire right-of-way within from the CP RR tracks to the match point of the WisDOT project limits (approximately 185 feet east of Dynex Drive).
 - Prepare asphalt paving plan and profile for work to consist of removing 5+/- inches of asphalt and replacing with 5+/- inches of asphalt.
 - Prepare a WisPave pavement analysis to determine the required pavement section for an asphalt and a concrete alternate.
 - We will prepare a typical road cross section showing the desired cross section options. Develop alternate bid items for a concrete pavement and develop an alternate bid schedule that includes the necessary bid items and quantities to allow for a concrete section.
 - Insert plans prepared by HNTB for a concrete median east and west of the CP RR tracks and any required signage into the plan set. Include reference specifications in the project manual for the median, signs, and quantities provided by HNTB.
 - Identify spot repair locations for curb and gutter. Include on paving plans.
 - Design up to eight (8) ADA curb ramps at the intersections of Capitol Drive and Dynex Drive, Capitol Drive and Sussex Street, and Capitol Drive and Ormsby Street.
 - Include a specification section in the project manual and bid item for sanitary sewer lining. Village staff will review sewer televising and provide input on improvements.
 - Add notes to plans and bid items for spot repair of storm sewer appurtenances.
 - Inspection of storm sewer structures to determine rehabilitation, repair or replacement.
 - Prepare plans for the replacement of a 12-inch watermain from Caldwell Street to Dynex Drive, and Dynex Drive from the connection south of the intersection to the first valve north of the intersection. Plans to include new main, valves, hydrants, services, and extensions to the right-of-way line of the side streets.
 - Prepare and submit all necessary WDNR approval documents.



Mr. David Buechl
Director of Public Works/Village Engineer
Page 3 / November 14, 2024

4. W. Wisconsin Avenue from the CP RR track to the southeasterly leg of the Ryan Street intersection
 - Topographic survey from back of curb to back of curb.
 - Prepare a WisPave pavement analysis to determine the required pavement section for an asphalt option and a concrete option.
 - Provide simple plan and profile plans with existing curb grades and proposed centerline grades.
 - Review previously prepared plans to include any notes for clarification of items.
 - Prepare a typical road cross section showing the alternate and develop an alternate bid schedule that includes the necessary bid items and quantities to allow for a concrete section.
 - Submit plans to the CP Railroad for their review and permit for work within the RR right-of-way.

5. General Services to be Provided
 - Send plans to all utilities for their information and review
 - Prepare a project manual to include bid documents, contract documents, and specifications.
 - Estimate probable construction costs.
 - Plan review meetings at 50%, 90% and final.
 - Internal quality control reviews
 - Up to 6 progress update meetings
 - Provide electronic bidding services through Quest CDN. Answer questions during bidding, prepare addenda as needed, attend bid opening, review bids, prepare a letter of recommendation and attend one Village Board meeting.
 - Project Management
 - Anticipated plan deliverables:
 - Cover Sheet
 - Typical Sections (existing and proposed) Glacier Road (asphalt), Capitol Drive (asphalt and concrete), W. Wisconsin Avenue (asphalt and concrete).
 - Watermain Plan and Profile: Glacier Road, Capitol Drive
 - Paving Plan and Profile: Glacier Road, Capitol Drive
 - HNTB plans for median improvements at Capitol Drive/Oakton Avenue at the CP RR track.
 - Pavement Marking Plan for W. Wisconsin Avenue, Glacier Road and Capitol Drive/Oakton Avenue
 - Paving and Utility adjustment plan: W. Wisconsin Avenue
 - Storm Sewer Appurtenance Improvement Plan: Glacier Road, Capitol Drive
 - Curb Ramp Details: Glacier Road, Capitol Drive, W. Wisconsin Avenue
 - Detour plans for separate work on Capitol Drive and on W. Wisconsin Avenue
 - Details



Mr. David Buechl
Director of Public Works/Village Engineer
Page 4 / November 14, 2024

Services Not Included

- Soil borings and marking, survey or locating of borings
- Wetland delineation and permitting
- Easement surveys, descriptions and exhibits
- Easement coordination and meetings in the field with property owners

Completion Schedule

We will work with you to meet the project deadlines and to establish an acceptable schedule that will be mutually agreed upon prior to beginning work. The anticipated schedule is to complete all documents to start the bidding process in mid-April, 2025.

Professional Fees

The above services will be provided for a time and materials estimated fee of \$159,458. Services will be billed each month based on the work completed.

Usual and customary expenses such as mileage, printing, delivery, and postage are estimated in the above fee. Actual expenses will be billed at cost as a reimbursable expense, which may be above the estimates expense cost in this proposal.

This proposal does not include any services beyond those described in the above Scope of Services. raSmith offers an array of supplemental services that are available at your request.

Client Responsibilities/Assumptions

- A. The terms and conditions set forth herein are valid for 60 days from the date of this proposal and are conditioned upon our completion of all services within 240 days.
- B. The Owner shall provide any existing data relevant to the proposed project including, but not limited to, electronic record drawings (we have access to existing data on Village GIS). Verification of information provided by others is not a part of the Scope of Services; therefore, any problems arising out of the use of such information shall not be the responsibility of raSmith.
- C. Owner shall pay for all project review and permit fees. Payment of fees to various agencies for plan reviews and other reasons may be necessary throughout the course of this project. Timely remittance of these fees is very important since agencies will not accept review packages without the required fees. The project could be delayed significantly if submittals are not received when needed.
- D. After work has commenced, any revisions requested by the Owner, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.
- E. The Owner shall advertise and receive bids for the project.



Mr. David Buechl
Director of Public Works/Village Engineer
Page 5 / November 14, 2024

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement Between Client and Professional and forward a signed copy of the entire Agreement to me. Once received, we will execute and return a copy for your records.

We look forward to working with you on this project.

Sincerely,
raSmith

A handwritten signature in blue ink that reads 'Timothy G. Barbeau'.

Timothy G. Barbeau, P.E., P.L.S.
Senior Project Manager

Enclosures: Professional Services Agreement (Contract)
Consultant Effort (Fee Breakdown)



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between Village of Pewaukee ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

Village of Pewaukee 2025 Road and Utility Improvement Program ("Project").

Professional's services under this Agreement are generally identified as follows:

Survey and Engineering Services ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
 - 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 - 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. **Standard of Care**

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. **Design Without Construction Phase Services**

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - C. **Opinions of Cost**

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.
 - D. **Use of Documents**

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

 - 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less.

F. Indemnification

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. Dispute Resolution

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. Governing Law

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 *Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 *Lien Notice*

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: Village of Pewaukee 2025 Road and Utility Improvement Program

Client: Village of Pewaukee

Professional: R.A. Smith, Inc.

By: _____

By: _____

Print name: _____

Print name: Timothy G. Barbeau, P.E., P.L.S.

Title: _____

Title: Senior Project Manager

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

Village of Pewaukee

R.A. Smith, Inc.

235 Hickory Street

16745 West Bluemound Road

Pewaukee, WI 53072

Brookfield, WI 53005

Client's Phone: _____

Professional's Phone: (262) 317-3307

Client's Email: _____

Professional's Email: tim.barbeau@rasmith.com

Professional Services - 2025 Road and Utility Improvement Project, Village of Pewaukee

Phase/Task by Hour/Personnel	Project Manager	Project Engineer	Civil Engineer II	Civil Engineer I	Survey Project Manager	2-man survey crew	1-Man Survey Crew	Survey Technician	Administrative Assistant	Total Hours	Total Dollars
	\$183	\$175	\$153	\$122	\$181	\$245	\$169	\$129	\$96		
Glacier Road Paving											
Survey (incl. front property pipes)					3	12	26	9		50	
Field evaluate curb and gutter and storm structures			4	4							
Develop typical road cross section		6									
Street plans with storm sewer repairs and shoulders (3 sheets)		40								40	
Cross sections (50 foot intervals) (5 sheets)		16								16	
ADA Curb Ramp Design and Details (6) (2 sheets)		60									
Striping plan (2 sheets)		12								12	
Glacier Road Water Main											
Watermain plan design and plan preparation (3 shts)		40								40	
WDNR submittal preparation (Glacier and Loop)		5								5	
Glacier/W. Wisconsin Water Main Loop Connection											
Evaluate location alternatives	8	8								16	
Survey (incl. property pipes and separate mobilization)					3	8	24	17		52	
Watermain plan design and plan preparation (2 sheets)		32								32	
WDNR submittal preparation		5									
Capitol Drive Paving											
Survey					3	10	12	9		34	
Field evaluate curb and gutter, sidewalk and storm structures			8	8						16	
Wis Pave pavement analysis (asphalt vs. concrete)		6									
Develop typical road cross section		6									
Street plans (2 sheets)		32								32	
ADA Curb Ramp Design and details (8 each) (5 sh.)		80								80	
Coord. with HNTB for RR medians plans, specs, quantities		8									
Striping Plan (1 sheet)		6									
Capitol Drive Water Main											
Watermain plan design and plan preparation (2 shts)		30								30	
WDNR submittal preparation		5								5	
Capitol Drive Storm Sewer Repairs											
Plan design and notes (1 sheet)		6								6	
Capitol Drive Sanitary Sewer Repairs											
Plan design and notes (1 sheet)		6								6	
W. Wisconsin Ave Paving											
Survey (Curb to curb with curb and CL grades)					2	8	26	9		45	
Wis Pave Pavement analysis (asphalt vs. concrete)		6								6	
Review and update previous plans (3 sheets)		8								8	
Develop typical road cross section (1 sheet)		6								6	
Field Check existing curb and gutter for quantity			6								
Plan and profile with curb and centerline grades		16									
Railroad permit coordination	8										
General											
Traffic Control - detour plan Capitol Dr./Wisconsin Ave. sta	10	30								40	
Utility Coordination		8								8	
Project Manual		24							8	32	
Quantities			10							10	
Estimate of Probable Construction Costs			6							6	
Plan Review meetings (50%, 90%, Final)	10	10								20	
QC Reviews (internal) and edits	10	8								18	
Progress Meetings (internal and external)	8	8			2					18	
Bidding/Bid Opening/Recommendation/Contracts		12								12	
Project Detail Sheets and cover sheet (4 sheets)		48								48	
Project Management	32									32	
Design Hours	86	593	34	12	13	38	88	44	8	916	
Design Fees	\$ 15,738	\$ 103,775	\$ 5,202	\$ 1,464	\$ 2,353	\$ 9,310	\$ 14,872	\$ 5,676	\$ 768		\$ 159,158
Expenses - Mileage, Printing											\$ 300
Total											\$ 159,458



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 26, 2024

Re: December 3, 2024 Meeting Agenda Item 8(b)
Review, discussion and possible action on 2025 Employee Handbook Updates

BACKGROUND

The Village Treasurer had been tracking some updates to reflect the new structure of office staff.

ACTION REQUESTED

The action requested of the Village Board is to approve the updated handbook as proposed.

ANALYSIS

The proposed updates reassign some tasks to the Treasurer that were originally assigned to the Village Clerk. It also adds some language recommended by the Labor Attorney regarding accommodations for staff.

Attachments:

1. Proposed updated Employee Handbook.



EMPLOYEE HANDBOOK
FOR
THE VILLAGE OF PEWAUKEE

January 1st, 2025

Village of Pewaukee
235 Hickory Street
Pewaukee, Wisconsin 53072

Handbook Adjustments

Creation Date	March 7, 2000
Amended I	June 19, 2001
Amended II	December 20, 2011
Amended III	December 20, 2022
Amended IV	December 5, 2023
Amended V	December, 3, 2024

Table of Contents

INTRODUCTION	5
SECTION 1 - EMPLOYMENT	6
100 Employee Relations Philosophy	6
101 Organization Description	6
102 Scope	6
103 Equal Employment Opportunity	7
104 Classification of Employees	7
105 Job Descriptions	7
106 Internal Hiring	87
107 Application Information	8
108 Performance Evaluations	8
109 Reduction in Force	8
110 Outside Employment	8
111 Personnel Records	8
112 Employment of Relatives	9
113 Nonfraternization	9
114 Search	9
SECTION 2 - PAID TIME	11
201 Hours of Work	11
202 Base Wage Rates	11
203 Payday	11
204 Payroll Deduction	11
205 Time-Keeping, Overtime, Compensatory Time, Administrative Leave	12
206 Holidays	13
207 Personal Time Off - PTO	14
208 Bereavement Leave	15
209 Jury Duty	15
210 Military Leave	16
211 Workers Compensation	16
212 Family Medical Leave	16
213 Leave of Absence	20
214 Inclement Weather/Emergency Closings	20
215 Travel Policy	20

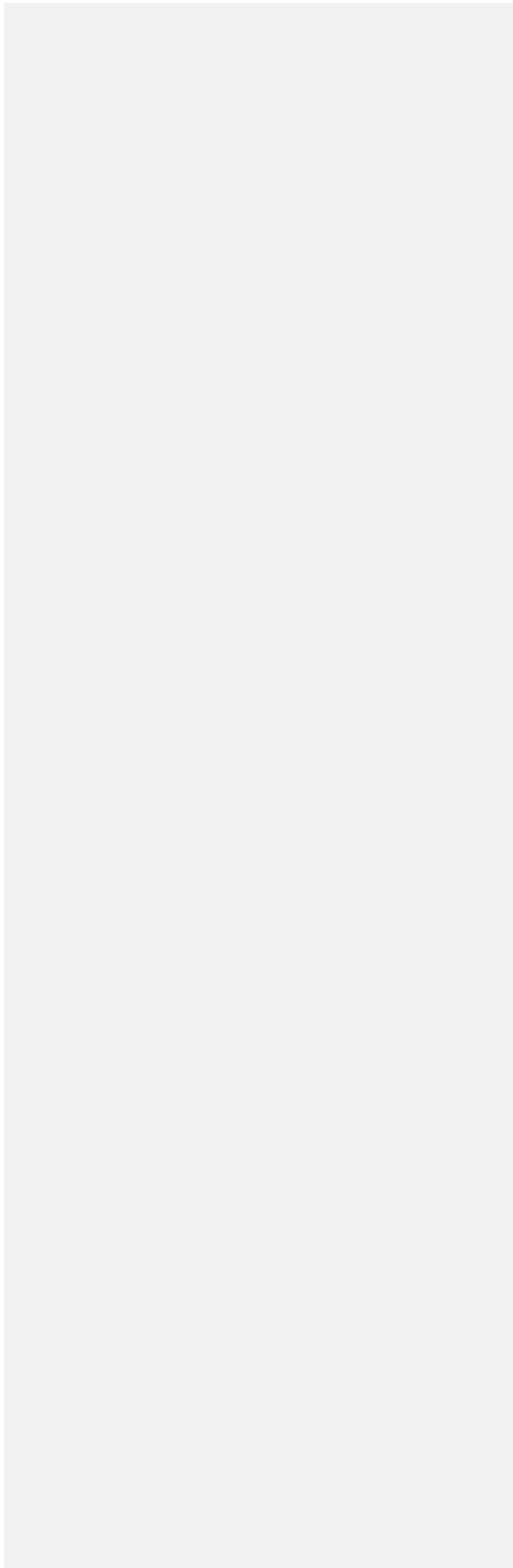
216	Driving Policies	22
217	Dress Code Policy	24
SECTION 3 - BENEFITS		26
301	Health Insurance	26
302	Dental Insurance	26
303	Life Insurance	26
304	Disability Insurance	26
305	Retirement	27
306	Cafeteria Plan	27
307	Deferred Compensation Program	28
308	Licenses	28
309	Flexible Spending Plan	28
310	Employee Assistance Program	28
SECTION 4 - GENERAL POLICIES		30
401	Code of Ethics / Gifts and Gratuities	30
402	Anti-Harassment and Anti-Retaliation Policy	31
403	Violence-Free Workplace	32
404	Drug and Alcohol-Free Workplace	33
405	Solicitation	35
406	Technology Policy	35
407	Social Media	38
408	Purchasing	40
409	Light Duty	41
SECTION 5 - EMPLOYEE CONDUCT		43
501	Introduction	43
502	Tobacco Use	43
503	Safety	43
504	Housekeeping	43
505	Tools and Equipment	44
506	First Aid or Injury	44
507	Attendance and Punctuality	44
508	Personal Communications	45
509	Unacceptable Behavior/Performance	46
510	Political Activities	47

SECTION 6 DISCIPLINARY ACTION – END OF EMPLOYMENT-----49

601 Disciplinary Action -----49

602 Separation from Service-----49

603 Grievance Process -----49



INTRODUCTION

Welcome to the Village of Pewaukee. This handbook summarizes the policies and procedures of the Village. This Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained in this Handbook constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied.

The Village reserves the right to modify, revoke, suspend or terminate any or all of the plans, policies, and procedures described in this Handbook at any time, at its sole discretion, and without prior notice. This Handbook supersedes any and all previous handbooks, statements, policies, procedures, rules, or regulations whether verbal or written.

No one other than the Village Board may alter or change any of the policies in this handbook. Any alteration or modification by the Village Board must be in writing. No statement or promise by an elected official, administrator, department head, supervisor, agent, or other representatives may be interpreted as a change in policy, nor will any such statement or promise constitute an agreement with any employee.

To the extent that any policy may conflict with federal, state, local laws, Police Department Rules or Regulations, or Collective Bargaining Agreements, the Village will abide by the applicable federal, state, local law, Police Department rules, or regulations adopted by the Police Commission or Collective Bargaining Agreement.

Village employees are employees at will unless otherwise provided by statute or collective bargaining agreement. This means that either the Village or the employee may terminate the employee's employment at any time for any reason, with or without cause and with or without notice, so long it is not for an illegal purpose.

The Village Administrator is responsible for the administration of the policies described in this handbook. The final interpretation of any of the policies in this handbook is vested solely with the Village. Any employee who has a question regarding its application and interpretation should contact the Administrator. Throughout this document, duties and decisions assigned to the Administrator may be performed by other officials designated by the Administrator.

SECTION 1 - EMPLOYMENT

100 Employee Relations Philosophy

The Village of Pewaukee is a service organization and its employees are one of its most important resources in providing services to the community. The Village operates in a manner to deliver services to Village taxpayers at the highest rate of efficiency and the lowest possible cost while ensuring that the Village's workforce is treated in a fair and equitable manner.

101 Organization Description

The Village is governed by a Village President/Village Board form of government. The Administrator is responsible to and under the general direction and policies of the Village President and Village Board and shall be responsible for the proper administration of all Village activities.

The Administrator shall have administrative powers and responsibilities over all departments, department heads, and employees of the Village except for the following: sworn law enforcement officers, and Pewaukee Public Library. The Police Commission has jurisdiction over the discipline, hiring, and firing of sworn law enforcement in compliance with [Sec. 62.13\(5\), Wis. Stats.](#) The library is a joint library governed by an appointed and autonomous Board of Trustees. The employees of the Joint Library follow the policies adopted by the Library's Board of Trustees.

With the exception of sworn law enforcement officers, Pewaukee Public Library personnel, Village Department Heads, and Village officials and officers, as identified in [Chapter 61](#) of the Wisconsin Statutes and Chapter 2, Article III of the Village Ordinances, the Administrator shall have the authority to recruit and hire Village employees within established positions and salary ranges without pre-authorization by the Village Board.

The Village Board is made up of the Village President, elected at large to a two-year term, and six (6) Trustees elected at large, also to (2) two-year terms.

102 Scope

Except as specified in a valid collective bargaining agreement or an individual employment contract, or as otherwise provided by law, employment with the Village is not governed by any written or oral contract and is considered an "at-will" arrangement. This means that you or the Village can end the employment relationship at any time for any reason.

As used in these policies, "employee" means any person employed on a full-time or part-time basis by the Village, whether such employment is regular or temporary. To the extent the provisions of [sec. 62.13, Wis. Stats.](#) apply to police employees, the provisions of that statute take precedence over conflicting provisions of this handbook.

To the extent that provisions of this handbook are not in conflict with the provisions of any collective bargaining agreement covering Village employees, these policies shall apply to union employees. In any case, where there is a conflict between these policies and a collective bargaining agreement, the terms of the collective bargaining agreement shall supersede the provisions of these policies.

Village departments may execute their own rules and policies governing practices within those departments so long as they are not in conflict with the provisions of these policies. Copies of department rules and policies must be provided to the Village Administrator and Village [TreasurerClerk](#).

103 Equal Employment Opportunity

The Village strives to recruit, hire, and maintain a diverse workforce. Equal employment opportunity is good business as well as being the law, and applies to all areas of employment, including recruitment, selection, hiring, training, transfer, promotion, termination, compensation, and benefits.

The Village will not discriminate against any employee or applicant for employment on the basis of age, race, religion, color, sex, national origin, ancestry, disability, arrest or conviction record, sexual orientation, marital status, military participation, pregnancy, or any other characteristic protected by law in any personnel action.

Village employees shall fully support this non-discrimination policy through leadership and personal example. It is every Village employee's duty to help create a job environment that is conducive to effective equal employment opportunities.

[Reasonable accommodations will be made for qualified individuals with a disability, and those with limitations related to pregnancy, childbirth, or related medical conditions, unless such accommodations would impose an undue hardship on the Village. A reasonable accommodation is a change or adjustment to job duties or work environment that permits an otherwise qualified applicant or employee to perform the essential functions of a position or enjoy the benefits and privileges of employment. Requests for accommodation should be made to the Village Administrator.](#)

104 Classification of Employees

Employees shall be classed as full-time, part-time, or temporary.

- Full-time employees are those who are normally scheduled to work a regular workweek of forty hours.
- Part-time employees are those employees who are normally scheduled to work less than forty hours a week. Part-time employees do not receive benefits, except as otherwise provided in this handbook or as required by law.
- Temporary/seasonal employees are those who work assigned hours for a limited time such as for summer work or employees who work only when called. Except as otherwise provided in this handbook or as required by law, temporary/seasonal employees do not receive benefits.
- A temporary change in the number of hours per week that an employee works will not change the employee's classification.

105 Job Descriptions

Job descriptions will be created and maintained for all regular Village positions.

106 Internal Hiring

Employees applying for internal positions must have a minimum of six months in their current position. This provision may be waived with the approval of the employee's Department Head and the Village Administrator.

To apply for an open position, an employee must complete an employment application and submit it to their Department Head. Upon completion of the interview process, the Administrator will inform all internal candidates regarding the outcome.

107 Application Information

The Village relies on the accuracy and truthfulness of information supplied during the application and hiring process. Any applicant or employee who omits, provides incomplete material data, or misrepresents information may be excluded from consideration or, if already employed, may be subject to disciplinary action, including termination of employment.

108 Performance Evaluations

The Village has adopted an evaluation and merit pay program which may or may not be accompanied by a change in salary or wage rate. Factors addressed in annual performance evaluations may include employees' quality of work, job knowledge, efficiency, judgment, initiative, responsibility, care of equipment, communication, cooperation, work habits, safety awareness and activity, leadership, ability to get along with others, attitude, and attendance, and any other factor managers or the Village deem relevant.

109 Reduction in Force

If the Village decides to permanently or temporarily reduce the workforce, the determination of which positions will be subject to layoffs or furloughs, and the parameters of such, shall be within the Village's discretion. Employees who are separated because of a reduction in force will receive a minimum of ten working days' notice unless emergency circumstances prevent notice.

110 Outside Employment

The Village does not preclude outside employment as long as it does not interfere with Village work. The Village shall be the employee's primary employer and each employee is expected to fully perform the employee's duties with the Village. No outside employment or consulting work shall be carried on during your work hours with us, nor shall our vehicles, equipment, supplies, machines, or other property be used for your secondary work. An employee shall give written notice of all outside employment to the employee's supervisor before the commencement of such employment.

111 Personnel Records

Employees shall notify the Village Clerk-Treasurer or designee of any changes in their name, address, telephone number, dependents, marital status, and/or any other data which may affect benefit status. Notifying the Village of such changes will help avoid problems with payroll and benefit eligibility.

Personnel records are the property of the Village. Access to your personnel records is governed by [Wisconsin Statute § 103.13](#). If you want to review your record under § 103.13, you must contact the Village ~~Clerk~~[Treasurer](#). All requests from sources outside the Village for personnel information or employment references concerning applicants, current employees, and former employees shall be forwarded to the Village Administrator.

112 Employment of Relatives

Relatives of an employee will be considered for employment solely on the basis of qualifications and pursuant to the normal hiring processes. Relatives may not be hired if that employment would:

- Create a supervisor/subordinate relationship between the current employee and relative;
- Create the potential for an adverse impact on work performance; or
- Create either an actual conflict of interest or the appearance of a conflict of interest. This policy also applies to assigning, transferring, or promoting an employee.
- No employee may use the employee's position to influence the hiring or promotion of a relative. No employee may participate in any decision in any employment matter involving a relative.
- If two employees marry and are in the same chain of command, they will be given the opportunity to select between themselves which of them is to resign or transfer to an open position so that this policy is not violated.

This policy applies to all relatives/family members, including in-law relationships, significant others, domestic partners, siblings, children, parents, and any other relationship the Village deems subject to this policy. The Village reserves the right to determine in all cases if there is a close enough familial relationship that exists to prohibit a supervisory relationship.

113 Nonfraternization

While the Village encourages amicable relationships between members of management and their subordinates, it recognizes that involvement in a romantic relationship may compromise or create a perception that compromises a member of management's ability to perform his/her job.

Any involvement of a romantic nature between a manager, supervisor, or agent of the organization and anyone he/she supervises, either directly or indirectly, is prohibited. Violation of this policy will lead to corrective action up to and including termination of the management individual involved in the relationship.

114 Search

Access to the Village premises is conditioned upon its right to inspect or search the person, vehicle, or personal effects of any employee or visitor. This may include any employee's office, desk, file cabinet, closet, locker, computer files, or similar places. Because even a routine inspection or search might result in the viewing of an employee's personal possessions (e.g., items belonging to the individual, including items purchased with the individual's personal funds, items received as gifts, and items of emotional or sentimental value), personnel are encouraged not to bring any item of personal property into the workplace that they do not want to be revealed to the organization.

Any prohibited materials (or materials that may be deemed to be prohibited) that are found in an employee's possession during an inspection or search will be collected by management and placed in a sealed container or envelope. The employee's name, date, circumstances under which the materials were collected, and by whom they were collected will be recorded and attached to the container or written upon the envelope. If, after further investigation, the collected materials prove not to be prohibited, they will be returned to the employee and the employee will sign a receipt for the contents. If the prohibited materials prove to be illegal and/or dangerous, they will not be returned to the employee but will be turned over to the appropriate law enforcement agency.

SECTION 2 - PAID TIME

201 Hours of Work

The normal workday for full-time employees is eight hours with an unpaid meal period of 30 minutes, during which employees cannot perform any work and are free to leave the premises. The normal workweek for full-time employees shall be forty hours. An unpaid meal period of 30 minutes is provided to any employee who works at least six hours per day. The normal meal period occurs approximately halfway through the workday; however certain departments may require alternate meal periods subject to Department Head discretion. All employees must record their meal period on their timesheet. Employees cannot perform any work during their meal periods and are encouraged to leave their workstations during the meal period.

General office hours of the Village Hall and Police Department are 8:00 a.m. to 4:30 p.m. Monday through Friday. Department of Public Works employees' normal hours of operation is 7:00 a.m. to 3:30 p.m. Monday through Friday. Starting times may vary within departments and offices as the Department Head of each department will determine the schedule. The workweek starts on Monday morning at 12:00 a.m. and ends the following Sunday at 11:59 p.m.

At different times, employees may have to work outside their normal scheduled hours due to but not limited to elections, public meetings, snowplowing, utility maintenance, general maintenance, meter reading, special events, and for similar types of responsibilities required by the position. These duties outside of normal hours are considered part of the job responsibilities for the respective positions.

202 Base Wage Rates

The Administrator will analyze the duties and responsibilities of all positions and annually recommend to the Village Board a compensation level for each job classification and employees within each classification. For employees covered by a labor agreement, wage schedules are included in the labor agreement document.

203 Payday

The Village's pay date is bi-weekly on Friday. Bi-weekly pay for salaried employees shall be calculated by dividing the annual salary by the number of pay periods in a calendar year. Payment shall be made by direct deposit. Payroll statements will be posted to the online portal by 5 p.m. on the pay date. Under certain circumstances, such as a conflict with a holiday, paychecks will be available the workday before the holiday. Any paycheck errors must be reported to the Village [Clerk-Treasurer or designee](#) immediately.

204 Payroll Deduction

Only deductions required or authorized by law and those authorized in writing by the employee will be deducted from an employee's paycheck. All deductions will be itemized on the employee's paycheck stub. Any payroll questions should be directed to the Village [Clerk-Treasurer](#).

Exempt Employees.

Salary Basis - We pay exempt employees on a "salary basis," meaning you receive a pre-determined amount of compensation each pay period.

Deductions from exempt employees' salaries occur only as permitted by law. If any salaried employee believes that an improper deduction has been made, this information must be reported as soon as possible to the Village [Clerk/Treasurer](#). If we made an improper deduction, we will reimburse you at the next pay date and will take steps to ensure the improper deduction is rectified in the payroll system.

205 Time-Keeping, Overtime, Compensatory Time, Administrative Leave

Overtime Pay

Non-Exempt:

Employees who are not exempt from minimum wage and overtime provisions of the Fair Labor Standards Act. A daily timesheet shall be maintained for each hourly employee. This record shall reflect, daily, start and end times of work, and all absences, including personal time off and other types of leave permitted. Employees must record all time worked. No member of management is allowed to knowingly permit an employee to perform work without recording the time worked. A failure to record actual time worked is a violation of the wage and hour laws and Village Policy.

At the discretion of the supervisor, he/she may require non-exempt employees to work overtime when the Village deems it necessary. Overtime hours shall be compensated at one and one-half times the employee's regular rate of pay for hours worked in excess of forty hours in a workweek. Employees who are required to work on a Sunday or Holiday will receive double time for hours worked on those days. All overtime is required to be preapproved by their supervisor. Only hours worked will be used in calculating overtime. Overtime will be calculated separately in each workweek of the pay period.

Exempt:

Employees who are lawfully exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended. A daily attendance record shall be maintained for each salaried employee. This record shall reflect, daily, all absences, including personal time off and other types of leave permitted. Employees must record all times worked. A failure to record actual time worked is a violation of Village Policy.

Compensatory Time – Non-exempt Employees (hourly employees)

Hourly non-exempt employees may receive compensatory time off in lieu of overtime pay for time worked over 40 hours per week. Compensatory time is subject to the following:

- An employee may elect to accumulate compensatory time rather than be paid overtime. Compensatory time shall be earned at the rate of one and one-half hours for every hour of overtime worked. If an employee works on a holiday or Sunday, he/she shall be entitled to compensatory time at double the hours worked.
- An employee who elects to accumulate compensatory time rather than be paid overtime must designate that election on the employee's bi-weekly timesheet. Once the timesheet is submitted, the designation cannot be changed.
- No more than 80 hours of compensatory time may be accumulated in your compensatory time bank per calendar year. Any overtime hours worked beyond the 80-

hour maximum compensatory time accumulation will be paid as overtime pay. Further, you may not use more than 80 hours of compensatory time in a calendar year. The balance in an employee's compensatory bank will be paid out on the second payroll in December. Compensatory time scheduled to be used as time-off after the last payroll period in December is allowable; the compensatory bank will net the future scheduled time off. Any overtime earned after the second payroll period in December and before January 1st will be paid out as overtime only. Compensatory time will not roll over to the following year.

- Use of compensatory time must be scheduled with the prior approval of the employee's Department Head or designee. Compensatory time may be granted by the Department Head as requested by the employee, provided the final determination of the number of employees who may use compensatory time at any given time is vested in the Department Head to ensure the use of compensatory time does not unduly disrupt the operations of the department. An employee who is absent without prior approval will be considered absent without permission, which may result in discipline, up to and including termination.

Administrative Time - Exempt Employees (salaried employees)

Exempt salaried employees are not eligible for overtime or for compensatory time. Exempt employees include the Village Administrator, Village Clerk, Village Treasurer, Police Chief, Police Deputy Chief, Police Lieutenant, Director of Public Works, and the Public Works Supervisor.

Exempt employees are expected to work a normal full-time 40-hour workweek and any additional hours that are required by their workload or the Village Board. In return, you may occasionally take time off without claiming time from your PTO bank when the workload of your office permits and with prior approval of your supervisor. Administrative time off is not allowed if your absence will impact service delivery, organizational management, or the Village's ability to meet established deadlines or organizational goals. Administrative time off is not accumulated paid out or used to supplement personal time off (PTO). Use of administrative leave on an hour-for-hour basis for time worked in excess of the normal 40-hour workweek shall not be permitted under this policy. Administrative time leave is required to be recorded on your timesheet.

Call-in/Standby Policy

Public Works employees who are on standby or are called in will adhere to the policy as in Appendix 'B'.

206 Holidays

All regular full-time Village employees shall receive their regular pay for the following designated holidays. Permanent part-time employees will receive holiday pay for their normal hours worked on the recognized holiday.

Recognized holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve

Employees must be present to work during the Village's normal workday before and after the normal workday after the holiday unless prior permission has been granted by the Village.

If a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday will be the appropriate holiday. In all cases, the holiday shall be taken in the year in which it is provided. The holiday schedule will be established and posted each year in January by the Village Clerk's office.

Hourly employees who are required to work on a holiday shall receive double time for hours worked in addition to their holiday pay. Salaried employees who are required to work on a holiday can take an equivalent amount of time off as administrative time within two weeks of the incident with the approval of their supervisor.

Employees on a leave of absence (whether paid or unpaid) or on layoff are not eligible for holiday pay. Absence attributable to scheduled personal time off (PTO), paid jury duty or funeral leave shall not affect an employee's eligibility for holiday pay. In cases of suspected misuse of other forms of paid time off to extend a holiday, the Village reserves the right to deny holiday pay.

207 Personal Time Off - PTO

Personal time off (PTO) is provided so that employees may enjoy periods of rest and relaxation as well as take time off for doctor appointments and when sick without the loss of earnings. PTO should be scheduled to ensure that each Department has appropriate staff coverage with a minimum of 14 days advanced notice when feasible. Only one **Department Head** may be out on PTO at a time. Should an unusual circumstance arise where more than one **Department Head** needs to be out at the same time, it must be approved in advance by the Village Administrator.

The Village grants regular full-time employees personal time off with pay at their regular, straight-time rate. Part-time employees are not eligible for PTO unless authorized in writing by the Village Administrator.

PTO is accrued on a prorated basis throughout the calendar year as follows:

1. **7.08 hours accrued per each 80-hour payroll check** during the calendar year of hire.
2. **184 hours annually** accrued bi-weekly starting on January 1st of the employee's first full calendar year of employment and continuing through the employee's 4th calendar year of employment-
3. **224 hours annually** accrued bi-weekly starting on January 1st of the employee's 5th calendar year of employment through the employee's 11th calendar year of employment.
4. **264 hours annually** accrued bi-weekly starting on January 1st of the employee's 12th calendar year of employment through the employee's 19th calendar year of employment.
5. **304 hours annually** accrued bi-weekly starting on January 1st of the employee's 20th calendar year of employment.

Employees on an unpaid leave of absence will not accrue PTO, unless the unpaid leave qualifies as leave under the FMLA.

The full amount of an employee's estimated PTO for any given calendar year is available for the employee's use as of January 1st of that calendar year. However, any PTO used but not yet accrued shall be considered an advancement of PTO to the employee.

PTO hours may not be carried over from one calendar year to the next, except for a maximum of 40 hours, which are for use only in the next calendar year. PTO carried over from the prior year and not used prior to December 31 will be deleted from the employee's PTO bank and will not be paid out under any circumstances, even in the event of an employee's voluntary resignation from employment.

Upon an employee's voluntary resignation from employment, the employee will be paid on a prorated basis for accrued but unused PTO as of their effective date of resignation, but excluding carried-over PTO, provided that the employee provides the Village a minimum two-week written notice of resignation and remains an employee until their initial resignation date. An employee involuntarily terminated by the Village for any reason will not be entitled to a payout of any accrued PTO upon termination.

In the event, an employee's employment is terminated, either by voluntary resignation or involuntarily for any reason, and the employee has used more PTO than the employee has accrued as of the date of termination, the employee shall be required to repay the Village for the PTO used, but not accrued.

For example, if an employee who has 184 hours of PTO available for use on January 1st of the current year uses 100 PTO hours prior to their resignation or termination date on June 30th, they would be required to pay the Village back for the 8 hours of PTO that was used, but never accrued (i.e., Accrual rate of 15.33 hours per month for 6 months equals 92 hours. 100 hours used minus 92 hours accrued equals 8 hours).

The number of employees on PTO at any given time shall be determined by the Department Head. Each Department Head shall schedule and approve PTO usage, giving due consideration to the length of service, Village needs, and the staff required to perform ongoing Village activities.

208 Bereavement Leave

Employees may take up to three (3) consecutive workdays with pay for bereavement leave following the death of a parent, step-parent, spouse, brother, sister, children/step-children, father-in-law, or mother-in-law.

Employees may take one (1) day of paid bereavement leave for the death of an aunt, uncle, niece, nephew, sister-in-law, brother-in-law, grandparent, grandchild and spouse's grandparents, or any other relative in the employee's household or spousal equivalents.

In addition, time off without pay may be allowed by the Village Administrator upon request.

209 Jury Duty

Regular full-time and part-time employees who are directed by a court of law, or compelled by subpoena, to perform jury duty or to appear as a witness in a legal proceeding on a scheduled workday shall be granted a leave of absence without loss of pay during the employee's regular work hours. For purposes of this policy, an employee will be deemed to be required to serve as a witness only in cases in

which the employee is not a party, and is compelled to attend by subpoena. Leave will not be paid for days when part-time employees are not scheduled to work.

Jury or witness duty leave shall be granted by the Department Head or Administrator upon presentation of satisfactory evidence of a requirement to perform as a jury member or proof of such subpoena service and proof of jury service. Employees who are released from jury duty or subpoenaed appearance before the end of their workday are required to contact their Supervisor/Department Head regarding return to work.

Any payment for jury or witness duty, except for mileage payments, shall be reimbursed by the employee to the Village at the time of such payment. The status of the employee for the purpose of determining the length of service, status, responsibility, and salary shall be unaffected by such jury duty or witness leave.

210 Military Leave

The Village will abide by all the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and will grant military leave to all eligible full-time and part-time employees according to all applicable state and/or federal laws. As with any leave of absence, employees must provide advance notice to the supervisor of their intent to take military leave and must provide appropriate documentation unless giving such notice is impossible, unreasonable, or precluded by military necessity.

For the duration of any required Military Leave, upon the employee's presentation of proper evidence to the Village, the Village shall pay the employee the difference between the employee's total military pay, excluding any housing allowance, and the employee's regular pay from the Village provided that the employee's regular pay from the Village is greater than the employee's total military pay, excluding any housing allowance. In the event of required Military Leave for less than two consecutive weeks, any military pay earned on days the employee is not scheduled to work for the Village shall not be counted toward the employee's total military pay for the purposes of calculating differential pay. Differential pay shall be issued by the Village on its regular payroll schedule.

211 Workers Compensation

The Village shall maintain Worker's Compensation insurance coverage of all employees in the manner provided by Wisconsin Statutes covering injuries incurred in the course of their Village employment.

Any employee who sustains an injury while engaged in Village employment shall immediately report the injury to the employee's Department Head or immediate supervisor. A First Report of Injury Form is required to be completed within 24 hours of the incident and to be submitted to the Village [Clerk Treasurer or designee](#) whether or not a claim for Worker's Compensation will be filed.

If the injury requires time off from work the Village will pay the employee's first 3 days (the waiting period) but thereafter, worker's compensation payments will be made as specified by law. Employees may supplement any worker's compensation payments with PTO or compensatory time available if desired.

212 Family Medical Leave

This policy outlines the federal and Wisconsin Family and Medical Leave Acts (FMLA) and applicable rights and obligations. Should this policy conflict with the federal or Wisconsin law, the provisions of the law shall control. The Department of Labor's summary of the federal law follows our FMLA policy.

We administer this FMLA policy on a calendar year basis, except for military caregiver leave.

Definitions of terms such as "serious health condition," "child," "parent," "spouse," and "domestic partner" are applied as defined in Wisconsin and federal law.

Both Wisconsin and Federal family and medical leave will run concurrently with each other and concurrently with any other leave available to you under our policies or collective bargaining agreements, and under federal or Wisconsin law, including worker's compensation, to the extent, such leave qualifies for FMLA.

Leave taken under this Policy will not result in any disciplinary action.

Eligibility for Leave.

Wisconsin - You are eligible for Wisconsin family or medical leave if you have worked at least 52 consecutive weeks and have worked at least 1,000 hours (paid leave counts) in the 52-week period before leave begins.

Federal - You are eligible for federal family and medical leave if you have worked for at least 12 months (not necessarily consecutive) and have worked 1,250 hours (only actual hours worked counts) in the 12-month period immediately before leave begins.

Type and Amount of Leave Available.

Wisconsin FMLA

- a) Up to 6 weeks for the birth or adoption of a child, to begin within 16 weeks of the birth or placement.
- b) Up to 2 weeks to care for a child, spouse, domestic partner, or parent (including parents of your spouse or domestic partner) with a serious health condition.
- c) Up to 2 weeks for your own serious health condition.
- d) Wisconsin Bone Marrow and Organ Donation Leave Act: You will receive up to 6 weeks as a bone marrow and/or organ donor upon written verification.

Federal FMLA.

- a) Up to 12 weeks of leave for:
- b) The birth of a child and to care for the newborn within one year of birth;
- c) The placement of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- d) To care for your spouse, child, or parent who has a serious health condition;
- e) A serious health condition that makes you unable to perform the essential functions of your job.

Military Caregiver Leave.

You may take an unpaid leave of up to 26 weeks to care for your parent, spouse, child, or next of kin who is a covered servicemember and who sustains a serious illness or injury while on active military duty. This injury or illness must render the servicemember medically unfit to perform his/her military duties and for which the service member is undergoing medical treatment, recuperation or therapy, whether inpatient or outpatient or is assigned to the temporary disability retired list. The maximum 26 weeks of leave to care for a service member includes, and is not in addition to, all other FMLA leave.

Qualifying Exigency. Unpaid leave of up to 12 weeks may be taken by you for any “qualifying exigency” that arises because of your spouse, child, or parent serving on active duty, or being notified of an impending call to active-duty status to support a contingency operation. Federal FMLA regulations define a “qualifying exigency” to include such activities as attending certain military events, arranging for alternative childcare or school activities, addressing certain financial and legal arrangements, attending certain counseling sessions, and time for the military member’s rest and recuperation, and attending post-deployment briefings. You may be required to provide documentation to verify eligibility for leave, including providing a copy of active-duty orders.

Intermittent Leave. You may be allowed to take FMLA leave on an intermittent or reduced schedule basis within the parameters set by law. Only the amount of leave taken will count against leave entitlements. Please contact the Village Administrator to discuss the parameters of intermittent or a reduced schedule leave.

Pay During FMLA Leave. In general, both Wisconsin and federal FMLA leaves are unpaid. The employee may substitute any available accrued paid leave for unpaid Wisconsin FMLA leave. After completion of Wisconsin, FMLA leave, the Village will require that the employee substitute any available accrued paid leave for any remaining unpaid federal FMLA leave.

Notification of Your Need for FMLA Leave.

You must notify us of your need for FMLA leave. You should request leave in writing on forms provided by the Village [Clerk/Treasurer](#). The information you provide must be sufficient to allow us to determine that the leave qualifies for FMLA.

You will need to respond to our inquiries as needed so that we may determine if an absence qualifies as FMLA. If you do not provide sufficient information to support a determination, the leave may be denied or delayed.

You need to provide 30 days advance notice of FMLA leave when the need is foreseeable. If that is not possible, or the leave is not foreseeable, you must provide notice as soon as possible. If you cannot give 30 days advance notice for foreseeable leave, without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, your FMLA leave may be denied or delayed.

Medical Certification.

If leave is for your own serious health condition, the serious health condition of a covered family member, or a qualifying exigency, you may be required to provide a medical certification form completed by the health care provider. You must submit the certification form within 15 calendar days of the request. If you make a diligent good faith effort but cannot meet the 15 calendar day deadline,

we will give you additional time to provide the certification. We may require you to provide updated medical certification forms periodically to the extent permitted by law.

If you do not provide the medical certification form as requested, your leave (or the continuation of your leave) may be denied or delayed until you provide it. If you never produce a requested certification, the leave is not FMLA covered and will not be protected by FMLA laws.

Genetic Information Nondiscrimination Act (GINA) Notice. GINA prohibits employers and other covered entities from requesting or requiring your genetic information, except as allowed by the law. Please do not provide any genetic information when responding to a request for medical certification. Genetic information includes your family medical history, the results of your or a family member's genetic tests, that you or a family member sought or received genetic services and genetic information of a fetus carried by you or a family member or an embryo held by you for a family member receiving reproductive services.

Insurance and Benefits. You may continue to receive health, dental, and vision insurance coverage while on FMLA on the same terms as if you continued to work. You must continue to pay your share of the premiums through payroll deduction or by direct payment on the first of the month. Subject to COBRA, FMLA, and any other applicable laws, our obligation to maintain health, dental and vision benefits will stop if you inform us of your intent not to return to work at the end of the leave period, if you fail to return to work when your leave entitlement is exhausted, or if you fail to make required payments while on leave. You will continue to earn accrued benefits while the paid leave is substituted for unpaid FMLA time off.

Return to Employment. When you return from FMLA for your own serious health condition, you must provide a return-to-work release signed by your treating physician showing that you can return to duty with or without work restrictions. We will delay your return to work until it is received.

At the end of your FMLA leave, you will be returned to the position you held at the commencement of leave or, if the position is filled, to an equivalent position. The return-to-work entitlement will be no greater than if you had continued in employment without taking leave.

Under Federal FMLA, the return-to-work entitlement does not apply to "key" employees. We will notify you regarding key employee status and its possible implications on job restoration at the time leave is requested.

You must notify your immediate supervisor if your return-to-work date changes. If you want to return to work before leave is scheduled to end, and work is available, you must notify us at least 2 workdays prior to the desired return date.

If you do not return to work from an FMLA leave at the designated time, we will consider you to have voluntarily ended your employment, unless you were unable, because of an emergency, to notify us.

If your FMLA leave expires, and you remain unable to perform the essential functions of your position, your right under the FMLA to your job will end with the expiration of the FMLA leave period. You should contact the Village Administrator to discuss options, which will take into consideration the circumstances of your particular situation and any obligation to reasonably accommodate a disability if one exists as defined by applicable state and federal laws.

See the below U. S. Department of Labor Wage and Hour Division link for additional information:

US Department of Labor FMLA - <https://www.dol.gov/general/topic/benefits-leave/fmla>

State of Wisconsin FMLA - <https://dwd.wisconsin.gov/er/civilrights/fmla/default.htm>

213 Leave of Absence

A leave that does not involve paid time off or Family Medical Leave is categorized as an unpaid leave of absence. Employees may request an unpaid leave of absence in writing addressed to the Village Administrator. The request shall outline the requested period and reason for leave. Approvals of requests are at the Village's sole discretion. Failure to report back to work at the expiration of any leave shall be considered a voluntary resignation.

214 Inclement Weather/Emergency Closings

At times, emergencies such as severe weather, fires, power failures, etc., can disrupt Village operations. In extreme cases, these circumstances may require the closing of a Village facility. If non-exempt employees are sent home because of weather conditions or are called at home and instructed not to report to work, the employee may elect to use PTO or compensatory time to cover said hours; otherwise, the hours missed will be unpaid. If you are not able to report to work due to weather conditions, you may use PTO or compensatory time for hours not worked, otherwise, the time off will be unpaid. Employees in essential or emergency operations may be asked to work on a day when operations are officially closed.

215 Travel Policy

The purpose of this policy is to establish the rules governing travel expenses and to detail procedural matters concerning travel authorization, documentation, and accounting. This policy is applicable for all travel expenses incurred on behalf of the Village by employees, elected officials, Village Board, and Commission members.

A. Policy

The Village recognizes that business travel is necessary at times to conduct Village business, and to attend out-of-town professional conferences, training sessions, and meetings to enhance an employee's skill base. The following provisions address the types of reimbursement available to employees, as well as procedures for submitting expenses for reimbursement.

1. Transportation

Commercial carrier fares shall be limited to "coach" or "economy" fares. Travel to and from train stations and airports could be by bus, hotel, taxi, rideshare, or private vehicle. Where a private vehicle is used, mileage will be paid from the Village Hall or the employee's residence, whichever is closer. Receipts for transportation costs are required.

Utilization of Village vehicles is encouraged for business travel. Prior approval must be obtained by the appropriate Department Head. Any expenses (i.e., gasoline or repairs) attributed to Village vehicles, as well as expenses for tolls, parking, and parking garage charges, will be reimbursed upon submission of receipts.

Private vehicles may be utilized for business travel when Village vehicles are not available. Prior approval must be obtained by the Village Administrator and copies of insurance cards must be provided to the Village ~~Clerk~~Treasurer. No employee may use any automobile for Village business of any nature unless the automobile is insured in the amount mandated by State law. Mileage will be reimbursed per the current rate of the Internal Revenue Code, plus tolls, parking, and garage charges, upon submittal of receipts and reimbursement request form.

When driving on Village business, the use or possession of alcohol and/or controlled substances before driving or while driving is prohibited. Employees shall not use electronic devices while driving unless utilizing hands-free devices otherwise exempted by state law or local ordinance. This does not prohibit the use of mobile or portable radios such as CB Radios.

2. Lodging

Employees are expected to stay at mid-priced and economy hotels unless a conference discount is available at more expensive facilities. Receipts for lodging are required. Personal telephone calls, internet access, movie rentals, and other similar charges will not be reimbursed.

Village employees are exempt from paying Sales Tax in Wisconsin and should avoid doing so by furnishing retailers with Tax Exempt certificate (available upon request from the Village Clerk's Office).

Lodging reimbursement shall be limited to the minimum number of nights required to conduct the assigned Village business. Employees choosing to arrive early or stay later will not be reimbursed for additional lodging or related expenses.

Lodging expenses shall not be reimbursed for meetings or conferences held within seventy-five (75) miles of the Village unless prior written approval is obtained from the Village Administrator.

3. Meals, Entertainment & Miscellaneous Expenses

Employees will be reimbursed for meals, tips, and other miscellaneous expenses, upon submittal of itemized receipts. Meal expenses will be limited to the Federal IRS and GSA guidance per diem per day/meal, for purchases outside Waukesha County. Reimbursement for alcoholic beverages is not permitted.

The GSA provides guidance on the appropriate amount for each meal on its website (www.gsa.gov/mie). Please visit the GSA website (www.gsa.gov/perdiem) for guidance for daily meal per diems for your conference/meeting location.

Each employee will be responsible for their employee credit card charges which may be used for acceptable travel expenses within the credit card purchasing policy and handbook.

All requests for reimbursement must be submitted within 30 days of the completion of travel. All requests shall be submitted according to Federal IRS and GSA guidance and reimbursement checks will not encompass Sales Tax and/or alcohol charges.

Village employees are exempt from paying Sales Tax in Wisconsin. Village Employees will not be reimbursed taxes. The Employee will present the retailers with Tax Exempt certificate (available upon request in the Village Clerks office)

4. Registration and/or Tuition Fees

Registration and tuition fees for professional and technical meetings and conferences must be pre-approved by the department head and may be reimbursable provided the expense is included in the respective Department budget, upon submission of receipts, or may be paid directly by the Village with prior approval by the Department Head or Administrator (in the case of Department Heads).

5. Travel with Spouse and/or Family

If a spouse and/or other family member travel on an official trip, reimbursement shall be limited to the single rate for the room occupied and only employee meals will be reimbursed.

6. Code of Conduct

While traveling, employees are representing the Village and are expected to conduct themselves in a professional manner that promotes a positive image to instructors, business persons, and the general public.

B. PROCEDURES FOR AUTHORIZATION

1. Travel Authorization

Employees must receive authorization to travel before any business travel is undertaken. Employees should submit their travel request at least 15 days prior to departure and obtain the Supervisor's written authorization for the trip. The travel request must contain the following information:

- a) Employee's name
- b) Destination
- c) Purpose of the trip
- d) Dates of departure and return
- e) Type of transportation requested
- f) Supervisor's written approval

When possible, travel arrangements should be charged or billed directly to the Village.

2. Expense Report

A reimbursement request shall be filled out upon the completion of the business travel and turned into the Village Clerk's Department within 30 days of travel completion. Itemized receipts and your supervisor's signature must be attached to the report to receive reimbursement. Sales tax paid by the employee will not be reimbursed.

216 Driving Policies

The following policies covering the operation of Village vehicles, and personal vehicles used for Village business, are of a general nature. The Village reserves the right to make specific decisions regarding employee use of Village vehicles, unacceptable driving records, suspension of driving privileges, etc. based on the particular circumstances of any given situation.

Authorized drivers will follow safe driving practices and will comply with all Federal, State or local laws governing the operation of motor vehicles and rules of the road. This includes taking all steps to ensure the driver's total concentration and safe operation of vehicles, such as, but not limited to:

- a) Determining clear directions before departure.
- b) Not smoking or vaping in any Village vehicle.
- c) Not manipulating radios, telephones, personal data assistants or other equipment while the vehicle is moving except for conducting official business.
- d) Not talking or texting on cell phones while the vehicle is moving, unless using a hands-free device and only when conducting official business.
- e) Not reaching for objects when taking your eyes off the road would be required to do so.
- f) No employee may use any alcohol within eight (8) hours following an accident.
- g) No person shall use or possess illegal drugs.
- h) No person shall have any measurable alcohol concentration or any detected presence of alcohol or be under the influence of alcohol, illegal drugs, a chemical substance, or other substance that can impair one's ability to operate a motor vehicle or piece of equipment.

Employees who are required to drive in order to perform their job duties must maintain an acceptable driving record. A record that suggests an employee's driving poses an undue risk to the Village will result in the revocation of authorization to drive on Village business. An employee can apply for reinstatement of his/her driving privileges, the granting or denial of which will depend on all relevant factors including but not limited to, maintenance of a clean driving record for one year, agreement by the employee to attend a remedial driving program, at the cost of the employee, and increase automobile liability insurance levels.

- a. Employees who are required to drive in order to perform their job duties must report all infractions or violations incurred while driving, whether incurred during work time or on personal time, to the Village Administrator within 72 hours of the occurrence. The Village may check driving abstracts of those employees who drive in the course of performing their job functions on a periodic basis. Driving convictions received in the course of Village business may be considered grounds for disciplinary action, including possible termination, depending on the circumstances.
- b. Employees who use their personal vehicles to perform any of their job functions must carry adequate insurance coverage. Proof of insurance coverage must be submitted to the [Clerk-Treasurer or designee](#) by all such employees.
- c. If you use a vehicle owned, leased, or rented by the Village, you may not use that vehicle for personal reasons unless you receive advanced approval from the Village Administrator.
- d. When a Village vehicle cannot be operated, is unsafe for use, or has been damaged, a supervisor must be notified immediately.
- e. Drivers must operate vehicles carefully and keep them under control at all times, applying codes of defensive driving. Drivers must observe all applicable traffic ordinances, give proper warning signals and operate vehicles in a safe manner at all times.
- f. The driver of a Village vehicle is responsible for it while in his/her charge and will not permit unauthorized persons to drive it.
- g. Drivers are required to turn on the vehicle headlights at all times while driving for Village business.
- h. Drivers and all passengers are required to use seat/safety belts at all times.
- i. Employees who are involved in an accident while driving on Village business must comply with the following policies:
 - i. Stay at the scene of the accident and turn on the four-way flashers.

- ii. Immediately contact law enforcement and your Supervisor, Department Head, or Village Administrator.
 - iii. When requested, give your name, address, Village affiliation and show your driver's license to the other party and law enforcement personnel.
 - iv. Complete all necessary worker's compensation and incident report forms within 24 hours of the incident.
- j. Following the accident involving a commercial motor vehicle the employee involved must be tested for alcohol and drugs when any of the following occurs:
- i. The employee was performing a safety-sensitive function
 - ii. An accident involving bodily injury or fatality
 - iii. A citation is issued to the employee under state or local law for a moving traffic violation arising from the accident.

217 Dress Code Policy

Village employees are expected to dress and act in a manner consistent with the position they hold and the degree to which they contact the public. Village employees are expected to present a personal appearance that projects a positive image of the Village.

Employees that are not required to wear uniforms should dress in appropriate professional departmental attire. If an employee is unsure what constitutes appropriate attire, the employee should check with his/her supervisor or the Village Administrator.

Friday dress code for the Village Hall (or other specifically approved theme days per the Administrator) permits casual attire including jeans that are clean and without holes and tennis/athletic shoes.

An employee's supervisor is required to discuss the subject of personal appearance with the employee if it does not positively reflect the image of the Village. Employees who are inappropriately dressed in the supervisor's opinion may be sent home and required to return to work in acceptable attire. Under these circumstances, the employee shall not be paid for time away from the worksite. Employees who do not comply with this policy may be subject to discipline, up to and including termination.

Department of Public Works employees who are issued a uniform are required to wear the uniform while working for the Village. If an employee is not issued a uniform the employee may wear a plain shirt and pants.

Safety Workwear allowance

Public Works employees are eligible for a work boot allowance up to but not exceeding \$200.00 per year which cannot be carried over to the next year.

The Village will pay the cost of basic OSHA-compliant prescription safety glasses for Public Works employees up to \$385.00 every two years. A detailed statement must be submitted with proof that the safety glasses are OSHA compliant before reimbursement will take place. Safety glasses must be worn with side shields.

In the event an employee can demonstrate the need for new lenses because of a prescription change prior to the regular (2) two-year reimbursement schedule the Village shall reimburse an employee up to \$200.00 for such new lenses.

Village-owned uniforms, tools, supplies, equipment, and facilities shall not be used for private or unauthorized purposes. The Village facilities, equipment, supplies, tools, and uniforms are purchased with tax dollars and are for the sole use of conducting Village business.

SECTION 3 - BENEFITS

301 Health Insurance

The Village provides group health insurance benefits for eligible Village employees. Employees who meet the individual plan requirements for eligibility may participate in the group health insurance program. Currently, the Village provides insurance through the State of Wisconsin Insurance Plan and applicable rules and regulations of that Plan are followed for covered employees.

The Village has the sole discretion to determine what insurance benefits will be provided and the level of the benefits to be offered. Because of the ever-increasing cost of medical insurance, employees may from year to year be required to contribute an amount toward the cost of monthly premiums as established by the Village Board.

The Village of Pewaukee offers an Opt-Out Incentive for eligible employees who waive the Village's Health Insurance policy. Please refer to Appendix 'A' for details.

302 Dental Insurance

The Village provides group dental insurance benefits for eligible Village employees. Employees who meet the individual plan requirements for eligibility may participate in the group dental insurance program. Currently, the Village provides insurance through the State of Wisconsin Insurance Plan.

The Village shall pay a portion of the dental premium as approved by the Village Board with the employee responsible for the premium balance.

Coverage level is dependent upon the average number of normal working hours.

303 Life Insurance

The Village offers all employees eligible for WRS a life insurance benefit.

The life insurance benefit is administered by Employee Trust Funds (ETF) and subject to the applicable plan details and plan documents which may be accessed by the ETF website or by contacting the [ClerkTreasurer](#).

Employees that are not WRS eligible would not receive life insurance coverage through the Village.

304 Disability Insurance

Short Term Disability

The Village offers employees working 30 hours or more a short-term disability benefit.

The short-term disability benefit is administered Madison National Life Insurance and subject to the applicable plan details and plan documents which may be accessed by contacting the [ClerkTreasurer](#).

PTO and/or compensatory time may be used during the employees disability as specified in the plan details.

Long Term Disability

The Village offers employees working 30 hours or more a long-term disability benefit.

The long-term disability benefit is administered Madison National Life Insurance and subject to the applicable plan details and plan documents which may be accessed by contacting the [ClerkTreasurer](#).

305 Retirement

The Village participates in the Wisconsin Retirement System (WRS). Employee eligibility and Village employer contributions are established by state law.

Employees who retire with twenty (20) or more years of full-time service with the Village may elect to continue to participate in the Village's health insurance program at the coverage level they have at the time of retirement. For those employees who commence employment with the Village on or after January 1, 2018, the Village will continue to pay an amount equal to 25% of the total monthly premium cost charged at the time the employee retired until the end of the 102nd month after retirement or the date the retired employee reaches Medicare eligibility, whichever occurs first. Thereafter, the retired employee shall pay the entire balance of the premium directly.

The amount paid by the Village will not increase, regardless of any increase in total monthly premium costs. However, the amount paid by the Village may decrease if for any reason such amount would constitute more than 25% of the total monthly premium cost of the retired employee's health plan, in which case the amount paid by the Village shall be adjusted to be no more than 25% of the total monthly premium cost of the retired employee's health plan.

Retired employees eligible to participate in the Village's health insurance program may change from family coverage to single coverage, but may not change from single coverage to family coverage. Additionally, if at any time after retirement a retired employee ceases to participate in the Village's health insurance program, the retired employee will not be entitled to future participation in the program.

Payments will be due to the Village [Clerk-Treasurer or designee](#) no later than the 15th day of the month preceding coverage. Retiree benefits in the Village health insurance plan shall be consistent with the policy benefits applicable to general employees. The Village has the sole discretion to determine what insurance benefits will be provided and the level of the benefits to be offered.

For those employees who commenced employment with the Village prior to January 1, 2018, and who are otherwise eligible to continue participation in the Village's health insurance program upon retirement as outlined above, the Village will continue to pay an amount equal to 25% of the total monthly premium cost until the end of the 102nd month after retirement or the date the retired employee becomes Medicare eligible, whichever occurs first. Thereafter, the retired employee shall pay the entire balance of the premium directly. For such employees, the Village's 25% premium contribution will fluctuate proportionately with increases or decreases in the total premium and will not be subject to any cap or maximum amount for as long as the employee is eligible to participate in the Village's health insurance program.

306 Cafeteria Plan

The Village maintains a Cafeteria Plan (Section 125) that allows employees to make pre-tax contributions for their health and dental insurance premiums. Questions about the Cafeteria Plan, qualifying expenses, and applicant limits can be answered by the Village [ClerkTreasurer](#).

307 Deferred Compensation Program

The Village has a deferred compensation program available for its employees. The participation of the program is 100% funded by the employee. The Village administers the program at no cost to the employee. The Village [TreasurerClerk](#) can provide information on the specific program/plan offered. This program is available to the Village employees.

308 Licenses

The Village will pay the costs for licenses that are required for the job.

The Village will reimburse Public Works employees for their commercial driver's license cost, but the fee of the regular driver's license is paid by employees.

The Village will reimburse Public Works employees for the cost of their first medical appointment to obtain their federal medical card which is required to hold their commercial driver's license. Any additional appointments would be at the expense of the employee.

309 Flexible Spending Plan

Eligible employees can elect to participate in the Flexible Benefit plan, which allows employees to pay for covered medical and dependent care expenses with pre-tax dollars, thereby reducing the amount employees pay in payroll taxes. The rules governing maximum amounts of payroll deductions and reimbursement procedures are established by the IRS. Annual election forms are required to participate in this plan. Contact the Village [TreasurerClerk](#) for additional information.

310 Employee Assistance Program

The Village has available an Employee Assistance Program (EAP) for regular employees. This program is for all Full-time employees and any employees who work over 30 hours per week (1,560 hours per year) only. The EAP offers confidential help for a variety of needs and concerns such as depression, stress management, anxiety, marital difficulties, relationship problems, family conflict, alcohol or drug addictions, financial or legal concerns, parenting concerns, gambling problems, eating disorders, eldercare, and childcare.

Employees and dependents may contact the Village [TreasurerClerk](#) or Village Administrator for the phone number for the EAP to schedule an assessment. Employees and dependents may also contact the Village's EAP Coordinator or the Administrator for information about the EAP or assistance in scheduling.

*All sworn officers, including command staff, shall be entitled to the following employee benefits subject to the same terms and conditions as members of the police bargaining unit: group life insurance, hospitalization, and surgical care insurance, dental insurance, long-term disability, flexible spending plan, and sick leave policies.

SECTION 4 - GENERAL POLICIES

401 Code of Ethics / Gifts and Gratuities

An employee may not use or attempt to use the employee's position to obtain financial gain, anything of value, or any advantage, privilege, or treatment for the employee or member of the employee's immediate family's private benefit or for an organization with which the employee is associated.

No employee or member of the employee's immediate family may, directly or indirectly, solicit or accept from any person or entity, directly or indirectly, anything of value if it could reasonably be expected to influence the employee's job performance or could reasonably be considered as a reward for the employee's action or inaction.

No employee may:

Take any employment action affecting, directly or indirectly, a matter in which the employee, a member of his/her or his immediate family, or an organization with which the employee is associated has a financial or personal interest;

Use the employee's position in a way that produces or assists in the production of a benefit, direct or indirect, for the employee, a member of the employee's immediate family either separately or together, or an organization with which the employee or the employee's immediate family member is associated.

This does not prohibit an employee from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses.

No employee shall grant any privilege, anything of value, special consideration, treatment, or advantage to any person beyond that which is available to every other person except as may be specifically provided for by law.

Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between their personal interests and those of the organization. The Village needs to know that the transactions employees participate in are ethical and within the law, both in letter and in spirit.

The Village recognizes that different organizations have different codes of ethics. However, just because a certain action may be acceptable by others outside of the Village as "standard practice," that does mean the practice is acceptable in our organization.

There is no way to develop a comprehensive, detailed set of rules to cover every business situation. It is the expectation of the Village Board that every Village Board member and Village employee will act ethically in the performance of his/her duties so that the actions of the employee will reflect positively on the Village and the employee as an individual. Each employee should at all times conduct himself/herself in a manner that will not conflict with local, state, or federal law. Whenever employees are in doubt, they should consult their supervisor or the Village Administrator.

402 Anti-Harassment and Anti-Retaliation Policy

PURPOSE

The purpose of this policy 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, discrimination, and retaliation.

POLICY

The Village is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in an atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, it is the policy of Village to ensure a workplace free of discrimination or harassment based upon age, race, religion, color, sex, national origin, ancestry, disability, arrest or conviction record, sexual orientation, marital status, military participation, or any other characteristic protected by law ("protected status"). Harassment or discrimination based on another's protected status will not be tolerated.

This policy applies to all employees regardless of position in the organization, as well as elected officials, vendors, citizens, and any other third party. Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, or business-related social events.

Discrimination:

We are an equal opportunity employer. All employment decisions will be made without regard to a person's protected class status. Protected class discrimination is in direct violation of this policy and will not be tolerated.

Harassment:

For purposes of this policy, harassment is defined as any verbal or physical conduct that is designed to threaten, intimidate, coerce or denigrate an individual because of his/her protected status.

Harassment can take many forms and may include, but is not limited to:

- a) epithets, slurs, or negative stereotyping;
- b) threatening, intimidating or hostile acts;
- c) denigrating jokes;
- d) verbal abuse;
- e) written or graphic material that denigrates or shows hostility or aversion toward a protected class;
- f) nonverbal conduct, such as staring or making denigrating gestures;
- g) physical conduct, such as stalking, assault, unwanted touching;
- h) any other type of verbal, physical, written, or visual conduct.

Sexual Harassment:

Sexual harassment is a form of harassment and is illegal under state and federal law. This policy protects both male and female employees from sexual harassment. Our policy prohibits all conduct, whether physical, verbal, written or visual that is based on sex, including but not limited to:

Unwelcome sexual flirtations, compliments, advances, requests, or propositions.

Any statements of a sexual nature or referencing one's sexuality, gender, or sexual experience, sexual gestures, innuendos, gestures, suggestions, "kidding", "teasing" or jokes.

Unwelcome touching, patting, pinching, brushing against another's body or attention to an individual's body and physical assault.

The display of sexually related or suggestive pictures or objects including emails or other computer images.

Reporting Harassment, Discrimination, or Retaliation: The Village encourages reporting all perceived incidents of discrimination or harassment, regardless of the offender's identity. The Village will investigate all such reports. Individuals who believe they have been a victim of or have witnessed such conduct should relay their concern(s) to their immediate supervisor. Should the individual not feel comfortable discussing the situation with their immediate supervisor, they should talk with the Village President, Village Administrator, or any other supervisor within the organization.

The Village also prohibits retaliation against any individual who reports discrimination or harassment or participates in the investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation is itself a violation of this Policy and will be subject to disciplinary action, up to and including termination. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

An employee who makes a false or malicious complaint of harassment, discrimination, or retaliation may be subject to appropriate disciplinary action, up to and including termination.

Results of an investigation indicating harassment, discrimination, or retaliation will be dealt with appropriately. An employee who violates this policy may be referred for counseling or training or be subject to disciplinary action, up to and including termination.

Confidentiality:

We understand that matters of harassment or discrimination can be sensitive, and when possible, we will keep complaints and related information in confidence. Disclosure will occur only when necessary to investigate and resolve the matter and when required by law.

403 Violence-Free Workplace

The Village strives to maintain a workplace for employees free from any form of violence. The Village is committed to preventing workplace violence and maintaining a safe work environment. Engaging in any workplace violence or threats of violence may result in immediate termination of employment.

It is up to each employee to help make the Village a safe workplace for all employees. The expectation is that each employee will treat all other employees, residents, and potential customers of the Village with dignity and respect. Employees can and should expect management to care about their safety and to provide as safe a working environment as possible by having preventive measures in place and, if necessary, by dealing immediately with threatening or potentially violent situations which occur.

Prohibited conduct includes, but is not limited to:

- a) Injuring another person physically;
- b) Engaging in behavior that creates a reasonable fear of injury to another person;
- c) Engaging in behavior that subjects another individual to extreme emotional distress;
- d) Possessing, brandishing, or using a weapon of any kind during work hours except for storage in a vehicle consistent with Wisconsin law;
- e) Intentionally damaging property;
- f) Threatening to injure an individual or to damage property
- g) Committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and
- h) Retaliating against any employee who, reports a violation of this policy.
- i) All threats of or actual acts of violence either direct or indirect, should be reported as soon as possible to an employee's immediate department head or supervisor. This includes threats by employees as well as threats by domestic partners, citizens, vendors, solicitors, or any other member of the public. When reporting a threat or actual acts of violence, the employee should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to the department head. An employee should not place him or herself in real or perceived danger. If an employee sees or hears a commotion or disturbance near their workstation, the employee shall not attempt to intercede. The department head or supervisor should be contacted, and, if appropriate, 911 called.

The department head or designee will promptly investigate all reports of threats or actual acts of violence and suspicious individuals or activities. The identity of the individual making the report will be kept confidential to the extent possible. In order to maintain workplace safety and maintain the integrity of the investigation, the Village may suspend employees, either with or without pay, pending the outcome of the investigation.

Employees found to be responsible for threats of, or actual acts of violence or other conduct that is in violation of this policy will be subject to immediate disciplinary action, up to, and including termination of employment. If a person other than a Village employee is found to be responsible for threats or actual acts of violence or other conduct that is in violation of this policy, the Village will prohibit such person from entering onto Village property.

404 Drug and Alcohol-Free Workplace

We will maintain a drug-free and alcohol-free workplace. Accidents, injuries, absenteeism, decreased productivity and property damage can result if you are under the influence of drugs, alcohol, or other substances at work.

Conduct and Discipline. A violation of the following rules may result in disciplinary action or termination:

You are prohibited from using, possessing, manufacturing, selling, distributing, purchasing, or dispensing alcohol or controlled substances/illegal drugs or drug paraphernalia on Village property while performing your job duties or engaged in a Village-sponsored activity, or while on Village business.

You are prohibited from reporting for or remaining on duty or performing assigned job duties while under the influence of alcohol or a controlled substance/illegal drug, or having the prohibited level of alcohol or an illegal drug/controlled substance in your system as indicated by a positive test result.

You may not bring or consume any prescription drugs that are not prescribed for you, or that impair your ability to do your job. You must notify your supervisor or the Village Administrator before engaging in any work if your prescription medication could affect job performance and/or safety.

Criminal convictions for manufacturing, distributing, dispensing, possessing, or using controlled substances/illegal drugs in the workplace must be reported in writing to the Village Administrator no later than 5 calendar days after such conviction.

If you refuse to submit to a drug and/or alcohol test when directed to do so under circumstances consistent with this policy, you will be immediately placed on suspension pending investigation. You may not engage in any conduct that prevents completion of a test or provide false information when tested or attempt to falsify a test result.

You may not use any alcohol within 8 hours following an on-duty accident.

You must comply with requirements for treatment, aftercare, and return to duty, if applicable.

Employee Assistance Program (EAP).

Employees are encouraged to voluntarily seek professional, confidential assistance for alcohol and drug problems. Contact and other information for the EAP provider are located in the Village [Treasurer's/Clerk's](#) office. You are also encouraged to utilize any programs offered by our insurance programs.

Testing. We will require drug and/or alcohol testing under the following circumstances:

- Pre-Employment: Drug testing is part of the evaluative procedure for new and returning employees and will be conducted upon a conditional offer of employment.
- Reasonable Suspicion: You will be required to test if there is a reasonable suspicion that you are impaired, under the influence of, or have drugs or alcohol in your system. "Reasonable suspicion" means observations of objective facts sufficient to lead a prudent person to conclude that you may be under the influence or have a prohibited substance in your system.
- Post-Accident/Work-Related Incident: We may require drug and alcohol testing following a work-related incident/accident.
- Random: Drug testing may be required on a random basis for those in any safety-sensitive positions.
- Return-to-Duty: Any employee found to have violated this policy and who is allowed to return to work will be required to test prior to returning to duty, and then randomly thereafter, for a one-year period at the employee's expense.

Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable laws.

405 Solicitation

In the interest of maintaining a proper business environment and preventing interference with Village work and inconvenience to its customers, the Village establishes the following rules related to solicitations and distribution of literature on Village property, except as authorized by the Administrator:

Employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions or solicit for any other cause during work time.

Employees may not distribute literature at any time in working areas.

Non-employees may not solicit or distribute literature in or on any Village buildings at any time for any purpose.

"Work time" includes the working time of both the employee doing the soliciting and/or distributing and the employee to whom the soliciting and/or distributing is directed. "Work time" does not include break periods, meal periods, or any other specified periods during the work day when employees are not, with the permission of their supervisor, engaged in performing their work tasks.

"Working areas" includes all areas of Village premises which it owns or has control in which work time activities are taking place and also includes the public areas of the premises.

406 Technology Policy

Overview.

The Village provides you and other authorized users with access to and the use of a variety of information technology resources. These resources are provided to you in an effort to allow you to be more efficient, productive, and to have access to information that is necessary to carry out your responsibilities on behalf of the Village.

You are expected and required to use these information technology resources in a manner consistent with your position and work responsibilities with the Village. The Village establishes policies and monitors operations to protect you from creating legal liabilities and negative publicity for yourself and the Village, either knowingly or unknowingly. The Village expects you to act responsibly, and always in the best interests of the Village.

Use of the Village's Information Technology Resources contrary to the policies contained herein is prohibited.

Definitions.

User:

Any employee or individual who has been authorized and granted access to and use of any Information Technology Resource by the Village of Pewaukee.

Information Technology Resources:

For the purpose of this policy, the Village of Pewaukee defines Information Technology Resources as any equipment, hardware, software, or network account/access that is assigned and/or available for Users to use in the course of their employment. These resources include but are not limited to the following:

security access cards and/or Fob's, telephones, mobile phones, iPads or tablets, printers, fax machines, software applications, Internet access, social media access, voice mail, email, computer workstations, laptop computers, storage media, digital cameras, radios, plotters, scanners, mobile data computers, and copy machines. This policy also applies to access for national and statewide criminal information networks and databases intended for law enforcement purposes.

Electronic Communications:

For purposes of this policy, "electronic communications" includes, but is not limited to, the sending, receipt, and use of information through the Village of Pewaukee's electronic information network (Intranet), the Internet, email, voice mail, telephones, cell phones, law enforcement-related information networks, and databases, or any other information technology resource.

General Provisions.

The Village's Information Technology Resources are designed for Village business use only. The Village recognizes that you may occasionally utilize Information Technology Resources for personal use. Such utilization must not interfere with the use of equipment for Village purposes or an employee's job responsibilities. Further, such use can only be incidental in nature, meaning that it is to be occasional, casual, minor, or insignificant and does not interfere with job performance or impede business-use operations. Finally, the User must provide all non-incidental consumables for such activity, i.e., colored ink, diskettes, flash drives, CD's etc.

Your voice mail, texts, social media messages, or other electronic communications may be read or heard by someone other than the intended recipient, and may even have to be disclosed to outside parties pursuant to public records laws or as part of discovery in connection with litigation. Accordingly, you must ensure that your messages are appropriate, courteous, professional, and in compliance with all other policies, procedures, and ordinances in this Handbook or otherwise created or issued by the Village.

Systems Management and Privacy.

To protect the integrity of any of the Village's Information Technology Resources, and protect legitimate users from the effects of unauthorized or improper use of these facilities, the Village maintains the authority to take any of several steps. This includes the authority to limit or restrict your use of the resources; the authority to access, inspect, copy, remove or otherwise alter any data, file, system, or technology resource that may undermine the proper use of such resources; and any other steps deemed necessary to manage and protect the Village's technology resources. This authority may be exercised with or without notice to you.

All work products created through the use of the Village's Information Technology Resources are the property of the Village of Pewaukee. All communications created, sent, or retrieved through the Village of Pewaukee information technology systems, including but not limited to, the Internet, are also the property of the Village of Pewaukee.

Users shall have no expectations of privacy with respect to any electronic communication or any use of any Village of Pewaukee Information Technology Resources, even those that are password-protected.

The Village of Pewaukee reserves the right to monitor, access, review, copy, store, or delete any electronic communications, including personal messages, from the system for business purposes and to

disclose them to supervisors or others as it deems appropriate, or as may be required by law. Accordingly, you should not utilize any Information Technology Resource to send, receive, or store any messages or information that you wish to keep private.

The Village of Pewaukee shall not be liable for, assume any legal responsibility for, or bear any costs arising out of electronic communications or other information flowing in or out of the Village's Information Technology Resources. The Village of Pewaukee assumes no responsibility for any consequences resulting from any employee or other User who uses any of its Information Technology Resources for any fraudulent or other illicit purposes, or otherwise contrary to the provisions of this Policy.

Prohibited Activity and Use of Good Judgment.

In addition to the policies set forth above, prohibited activities concerning the Village's Information Technology Resources include but are not limited to the following:

- Users will not transmit confidential information unless it is part of the User's scope of Village-related duties.
- Users will not alter any technology resource without authorization from the Village Administrator. This includes the installation, removal, and/or modification of hardware, software, or network equipment.
- Users will refrain from activity that wastes or overloads computing resources such as streaming audio and video unless prior approval has been obtained from the Administrator.
- Users will not initiate, propagate or perpetuate electronic chain letters.
- Users will not knowingly or carelessly perform an act that will interfere with the normal operation of computers, terminals, peripherals, or networks.
- Users shall not use Village computers or network facilities to gain unauthorized access to any computer systems.
- Users shall not make unauthorized attempts to circumvent data protection schemes or uncover security loopholes. This includes creating and/or running programs that are designed to identify security loopholes and/or decrypt intentionally secure data.
- Users will not violate the terms of applicable software licensing agreements or copyright laws.
- Users will not use Village resources for commercial activity, personal gain, religious or political causes, or any other prohibited activity.
- Users will not use electronic communications or any other technology resource to harass, threaten or intimidate others or to send materials that might be deemed inappropriate, derogatory, prejudicial, or offensive. This includes sending repeated, unwanted or unsolicited electronic communications to another user.
- Users will not transmit or reproduce materials that are slanderous or defamatory in nature, or that otherwise violate existing laws, regulations, policies, or which are considered to generally be inappropriate in a workplace.
- Users will not intentionally display images or text that could be considered obscene, lewd, sexually explicit, or harassing. Exceptions would include any images or text involved in a law enforcement investigation.
- Users will not create, send, store, or forward any messages or information that may reasonably be deemed to be intimidating, hostile, or offensive in nature, and/or which are discriminatory on the basis of race, color, religion, age, sex, national origin, sexual orientation, disability, or any other protected class under Wisconsin or federal law.

- Users will not forge the identity of a user or machine in electronic communication or in any other manner.
- Users will not use someone else's identity and password for access to information technology resources without the approval of the Village Administrator or Department Head.
- No email or other electronic communication may be sent which hides the identity of the sender or represents the sender as someone else. All messages communicated on Village email and other electronic communications systems must contain the sending User's name.
- Users will not allow unauthorized individuals to access or use information technology resources.
- Users will not attempt to monitor or tamper with another user's electronic communications, or read, copy, change, or delete another user's files or software without the written permission of the Village Administrator.

Some of the messages or information sent, received, or stored in the Village's Information Technology Resources may be privileged communications between the Village and its attorneys, or other entities. Upon receipt of any such message, do not forward or share it or its contents with any other person in the Village without the authorization of the sender and the Village Administrator. Never forward such messages or information to anyone outside of the Village.

Intellectual Property and Licensing.

The ease of copying through various electronic communications systems poses a serious risk of intellectual property infringement. Users will not violate copyright laws and their fair provisions through inappropriate reproduction and/or distribution of audio, video, still images, or copyrighted text or software. Software that may be marked as "free," "public domain," and "public use" may be free for personal use, but not Village use. Always obtain approval from the Village Administrator before using any publicly available software package.

Do not copy software licensed to the Village of Pewaukee unless you are authorized under the Village of Pewaukee's license to do so. Only software purchased by or licensed to the Village may be installed on Village computers. The use of this software must be compliant with the manufacturer's license agreement and cannot be copied to multiple computers unless permitted by the license agreement. Shareware, freeware, or User-owned software can only be installed on Village computers with prior authorization of the Village Administrator and where not in conflict with copyright laws.

Disposal of Obsolete Hardware and Software. The Village Administrator is solely responsible for the proper disposal of all Village-owned software and hardware.

Reporting Misuse. Any employee or User who becomes aware of misuse of any of the Village of Pewaukee's Information Technology Resources must report it to the Village Administrator immediately.

407 Social Media

The Village encourages the use of social media to further the goals of the Village and the missions of its departments, where appropriate. Village of Pewaukee departments may utilize social media and networking sites to conduct Village business on behalf of the department, provided that the policies of such use as stated herein are followed.

Parameters of Acceptable Use

All Village of Pewaukee social media sites must be approved by the Village Administrator prior to implementation.

Unless specifically approved otherwise by the Village Administrator, departmental use of social media will be for one-way communication only.

The Village's website and citizen portal shall remain the Village's primary and predominant Internet presence. Social media may be used as channels for disseminating time-sensitive information as quickly as possible, and as marketing/promotional channels that are designed to increase the Village's ability to communicate with the widest possible audience.

Where possible, the content posted on the Village's social media sites should contain links directing users back to the Village's official website/citizen portal for in-depth information, forms, documents, or online services necessary to conduct business with the Village.

Where possible, content posted to the Village's social media sites will be available on the Village's website/citizen portal.

All Village social media sites shall comply with all other applicable Village policies and standards, including but not limited to, the Technology Policy, Ethics Code, Anti-Harassment and Discrimination Policy, Workplace Violence Prohibition, and Confidential Information Policy.

Users and visitors to social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication of Village business. All sites shall clearly indicate that they are maintained by the Village of Pewaukee and shall have the Village of Pewaukee logo and contact information clearly and prominently displayed. All sites shall contain a notification that all comments and written communications are monitored and that the Village reserves the right to remove any content that violates this policy.

Departments will use proper grammar and professional communication, avoiding jargon and abbreviations. While social media sites are casual, you must still professionally represent the Village at all times.

Articles, comments, or other communication on such sites containing any of the following content are strictly prohibited:

- Comments not topically related to the particular social medium material being addressed;
- Political statements or information;
- Profanity;
- Content that promotes, fosters, references, or perpetuates discrimination or harassment on the basis of classes protected by State or Federal anti-discrimination laws, and as set forth in the Village's Harassment policy, including but not limited to, race, creed, color, age, sex, religion, national origin, disability or sexual orientation;
- Sexual content or links to sexual content;
- Conduct, comments or references to illegal activity;
- References or information that could compromise another's safety or security;
- Content that violates the legal ownership interest of any other party.

Village social media sites are subject to the State of Wisconsin open records laws. Any content maintained in a social media format that is related to Village business, including a list of subscribers and posted communications, is a public record. Content related to Village business shall be maintained in an accessible format so that it can be produced in response to a request. Village social media sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure. Wisconsin state law and Village of Pewaukee ordinances regarding records retention shall apply to social media formats and social media content. All requests for public records must be forwarded to the Village Clerk's office for response.

The Village reserves the right to restrict or remove any content at its discretion except to the extent prohibited by law.

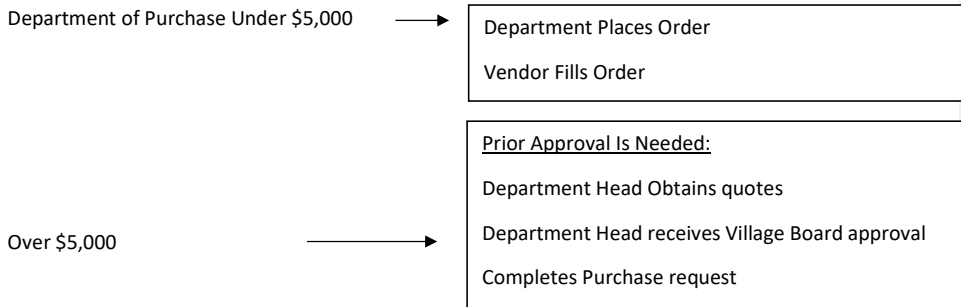
The Village Administrator shall maintain and keep current a list of all social media tools that are available for use and are approved for use. The Administrator shall also ensure that the Village can immediately edit or remove content from Village social media sites.

Personal Use.

Your personal use of social media sites is prohibited during work hours. You should have no expectation of privacy in your use of any social media accessed at work and/or via Village-owned technology resources.

408 Purchasing

The Village has a purchasing policy for use by the Village Employees. Department heads manage Village budgets as approved by the Village Board. Adherence to Village, State, and Federal bidding for equipment and services purchases must be followed in accordance with Village Municipal Ordinance and State Law



Credit and Purchasing Cards

The Village maintains corporate credit accounts and cards to facilitate purchases. The Village Administrator will designate which employees will be authorized to use Village-issued credit cards. No one other than the authorized individual is allowed to use a Village-issued credit card and is to safeguard the Credit Card. Village-issued credit cards may only be used for authorized expenditures.

The use of a Village credit card requires adherence to any and all Village policies and procedures currently in effect, including, but not limited to, authorizations, processing, and budgetary issues, in

particular the provisions of this Handbook that pertain to attendance at conferences, training and seminars and expenditure of Village funds. Any employee not following such policies will be responsible for the cost of the item charged to the extent permitted by law and will have the privilege of using a Village credit card withdrawn.

Any employee using a Village-issued credit card must also use the Village's tax-exempt status to ensure that no unnecessary charges are incurred through the use of a Village-issued credit card. The tax-exempt form (S-211) can be garnered from the Village Clerk's office.

When using a Village issued credit card, employees must submit the receipt for the items charged, or they will not be processed and will become the responsibility of the employee to the extent permitted by law.

Each month, the Department Head must review all of the expenditures made with the credit cards, ensure that the expenditures are in conformance with Village policies and that all receipts are attached to the monthly credit card statement, prior to submitting the statement for payment. In the event the Department Head determines that an unauthorized expenditure has occurred, the Administrator and Village ~~Treasurer~~Clerk must immediately be notified.

Any employee abusing the privilege of using a Village of Pewaukee credit card or failing to abide by credit card policies may be subject to disciplinary action, up to and including discharge.

Fleet Fuel Cards

Each employee required to purchase fuel in Village owned vehicles and equipment may be issued fleet charge cards at the vendor location.

The employees that have been issued a fleet card for Village-owned vehicles or equipment must follow the Village policy. No personal purchases will be allowed. Any employee using a Village-issued fleet card must maintain receipts and submit ALL receipts with the monthly statement on a timely basis.

In the event the Department Head determines that an unauthorized expenditure has occurred, the Administrator and Village ~~Treasurer~~Clerk must immediately be notified.

The Department Head in each area will be responsible for reporting and managing authorized users for their department and reporting changes to the Village Clerk or Village Treasurer.

409 Light Duty

Transitional Work Policy

Introduction

The purpose of this policy is to provide for the assignment of alternative work duties on a limited-term basis for employees who have a temporary injury, illness, disability, or are pregnant and unable to perform their normal work duties to assist employees in returning to their normal job duties as timely as possible. This policy is only available when the Village has light-duty work available.

Scope

The employee, in collaboration with Department Heads and managers, has the responsibility for overall coordination, administration, and implementation of the Transitional Work Policy. The application of the Transitional Work Policy will be as follows:

The employee must provide a copy of the medical restrictions imposed by the employee's health care provider.

The restrictions will be evaluated to determine if there is work available within those restrictions. The assignment of transitional work is always subject to the availability of work within an employee's restrictions. This policy does not guarantee that a transitional assignment will be available, and the assignment of transitional work will be solely at the Village's discretion.

If temporary transitional work is made available and the employee refuses to accept that work, worker's compensation benefits can be discontinued per state statute.

Work assignments will generally be made within the department the employee normally works, but may be assigned to a different Village department if work is available there, at the Village's discretion. Alternative work assignments may not always be full-time. If the employee refuses to take an offered alternative work assignment, the Village is not obligated to offer a different assignment.

Transitional work assignments are by their nature temporary and such assignments will be limited to a maximum of 90 working days. This period may be extended upon approval of the Village Administrator. Employees whose restrictions are determined to be permanent may not be eligible for a transitional work assignment.

The employee will notify their Department Head as soon as practicable of all changes in medical condition and/or restrictions. The Village may require periodic updates regarding an employee's condition, the prognosis for such condition, restrictions, and/or the duration of such restrictions.

To ensure the ongoing safety of employees and the public, any employee who engages in activities that are inconsistent with medical restrictions and/or treatment protocol may be subject to possible disciplinary action. Supervisors are required to report any violation of this requirement to Village Administrator.

SECTION 5 - EMPLOYEE CONDUCT

501 Introduction

To ensure orderly operations and provide the best work environment, we expect you to conduct yourself at all times in a manner that is respectful and will protect the interests and safety of all employees and the organization. This handbook cannot address every conceivable circumstance that may arise. We consider all of our employees to be professionals, and you are expected to exercise responsible judgment. It is not possible to list all the behavior that is unacceptable. The lists below are illustrative and not intended to be all-inclusive. Below are examples of infractions that may result in disciplinary action or termination.

502 Tobacco Use

Smoking, including electronic cigarettes, and the use of tobacco products, is prohibited in any Village building, Village vehicle/equipment, or inside any roofed or permanent structures in Village parks. Smoking will be permitted only outside of Village buildings in designated areas and in accordance with Wisconsin law.

503 Safety

Job safety is very important to all of us. We require safe work practices of all employees and expect you to conduct yourself carefully and safely at all times. You are expected to observe all safety procedures and rules and use required personal protective equipment (PPE) as outlined in the Safety Handbook. Continual emphasis on safety and loss prevention techniques and the refinement of work procedures have been shown to significantly reduce injuries, property damage, and work interruptions. The Village has designated the Director of Public Works as the Safety Director and all employees are required to follow directions given by him/her in the area of Risk Management or safety issues. The Safety Director, or designee, will also keep and maintain incidence logs and keep adequate records as required by the state or federal government.

As a condition of employment, employees are required to perform every task in a safe manner. Supervisors are charged with the responsibility of maintaining a safe work environment and establishing safety rules and adequate training for all under their jurisdiction. Employees are responsible for following the safety rules, wearing the required protective equipment, promptly reporting all unsafe actions, practices, and conditions that they observe, reporting all accidents and injuries occurring within the course of their employment, and cooperating and assisting in the investigation of accidents to identify causes and corrective measures to prevent their occurrence. Employees found not to be wearing required protective equipment will be required to leave the job site until properly attired and may be subject to discipline, up to and including termination, for failing to comply with safety rules and policies.

504 Housekeeping

Good housekeeping throughout all buildings is essential to safety, efficiency, and satisfactory working conditions. Every reasonable effort is made to provide the facilities necessary to maintain a high standard of neatness and cleanliness. Good housekeeping is the responsibility of every employee.

Employees shall know the housekeeping requirements of any job to which they are assigned and are required to carry them out.

505 Tools and Equipment

Village employees shall take pride in their work and in the supplies and equipment that they use in their work. The Village makes a large investment in the equipment and supplies necessary for employees to do their jobs. The Village must pre-approve the purchase of any equipment or furniture. The Village will replace equipment that becomes worn or defective through normal use. Replaced equipment must be returned to the Village.

The Village shall furnish all necessary gloves, belts, hand tools, and all necessary safety equipment for the protection of employees. Employees shall wear and/or utilize safety equipment that is provided by the Village. The Village will be responsible for the cost of cleaning and maintaining the provided equipment, however, employees are responsible for the care necessary to ensure the longest possible life of the issued equipment.

Village employees shall not use Village tools, equipment, or facilities for personal use. The use of Village equipment and/or facilities for personal use will result in disciplinary action.

Supervisors must be notified immediately if any equipment, machines, tools, or vehicles appear to be missing, damaged, defective, or in need of repair.

506 First Aid or Injury

The Village is required to maintain accurate and complete records concerning work-related injuries and illnesses and expects each employee to cooperate in this duty. Therefore, an employee who becomes ill or sustains an injury while at work, no matter how slight, must report it immediately to a supervisor. An injury report needs to be completed and returned to the Village [TreasurerClerk](#) within 24 hours of the accident. Failure to report any work-related accident or injury is a violation of Village policy and may result in discipline, up to and including discharge.

Employees who require medical assistance will be sent and/or taken for emergency treatment.

507 Attendance and Punctuality

The Village expects prompt and regular attendance from all employees. This means that all employees must be at their appointed workstations on time and fully ready and able to work at their starting time. Proper attendance and punctuality are important in order to maintain a good performance record and to ensure the delivery of services.

Accurate recording of time worked is the responsibility of every employee. Federal and state laws require the Village to keep an accurate record of time worked in order to calculate employee pay and benefits. All employees shall sign their time records to certify the accuracy of all time recorded. Supervisors shall review and sign the time records before submitting them to payroll for processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record. Exempt employees are required to turn in bi-weekly timesheets to the Village [TreasurerClerk](#).

The following work rules govern attendance and a violation may be grounds for disciplinary action:

Reporting Absences/Tardiness. If you will be absent from or late for work you must notify your supervisor prior to the normal start of your workday via telephone call or voicemail (texting your supervisor is not acceptable). You must indicate a reason and an expected return to work. If the return-to-work date changes, you must notify your supervisor of the new date as soon as possible.

Employees are encouraged not to schedule personal appointments during regularly scheduled hours of work. If it is necessary to be absent or to leave for a personal appointment, an employee must notify the supervisor as soon as possible, but no later than the day before such an appointment. The time absent must be recorded and employees will not be paid for the time missed from work unless paid leave is permitted and available for use.

Leaving During Work Hours.

You must get permission from your supervisor prior to leaving during work hours unless there is an emergency.

If your time off was a covered FMLA absence, then return to work provisions under the FMLA policy apply. FMLA absences are approved time off and are not counted against you. This attendance policy will be enforced consistent with the federal and state FMLA laws, and as set forth in our FMLA policy.

Whenever the Village Administrator believes that a work release from your doctor is needed to ensure your ability to safely return to your job, or if your return will include certain restrictions that may require accommodation, you will be asked to provide a doctor's report. In the event that an employee is absent for three consecutive workdays, the Village will require a certification of the absences for medical reasons from their health care provider. The Village may also request a doctor's report or fitness for duty certification in cases of suspected leave abuse or to determine fitness for duty when needed.

Any abuse of leave, including but not limited to claiming inability to work due to illness or injury when in fact no such illness or injury exists, will result in disciplinary action.

Service time and the employment relationship shall be ended if you:

- are absent from work without notification to your supervisor or other members of management, unless you cannot notify us for a valid reason as acceptable by the Administrator;
- fail to report to work within 10 days after having been recalled from layoff; or
- fail to report for work at the termination of an authorized leave of absence.

508 Personal Communications

Employees should take care of personal business outside of work. The Village recognizes that there may be times when this is not possible. To minimize the disruption to the workday and other employees, the Village expects that employees will make prudent use of Village telephones and personal cell phones or other electronic communication devices for personal use. Personal communications should be made during lunch or break periods to minimize disruption of the workday, whenever possible. Misuse or abuse of this personal communication privilege may result in disciplinary action, up to and including termination.

Employees should request that friends and relatives call at work only in emergencies. Personal use of Village telephones for long-distance calls, fax machines, and copiers are not permitted without prior Village approval and may be cause for disciplinary action, up to and including discharge.

509 Unacceptable Behavior/Performance

Violations of work rules include, but are not limited to, the following and may be grounds for disciplinary action up to termination:

- Insubordination, disobedience, failure or refusal to follow the written or oral instructions of supervisory authority or failure to carry out work assignments;
- Sleeping on the job, temporarily ceasing to work, wasting production time, or some other form of neglecting job duties and responsibilities;
- Disclosure of confidential information and records to unauthorized persons, when the employee has been informed or should reasonably know that the matter is confidential;
- Intentionally falsifying records or giving false information relating to any matters relevant to Village affairs to other Village, State, or Federal officers or employees responsible for record-keeping or for enforcement of Village, State, or Federal law;
- Failure to observe all safety rules and practices on the job, including failure to use protective equipment and clothing;
- Failure to observe all safety rules and practices in the operation of Village vehicles and equipment;
- Attempting to keep secret or unavailable information or records which are public records or which rightfully should be furnished to other government employees, including unauthorized destruction of records; and,
- Failure by a Department Head or other supervisory person to take appropriate action to enforce or to address infractions of these work rules by employees under his/her supervision;
- Abuse or misuse of Village property, materials, or equipment including motor vehicles;
- Stealing or unauthorized possession of Village property, equipment, or materials;
- Unauthorized use of Village property or equipment including but not limited to vehicles, telephones, computers, copy machines, or mail service; and,
- Selling, giving away, or otherwise transferring Village property or the use of Village property to any person unless specifically authorized to do so by the Village Board or by a Committee of the Village Board.
- Commission of a Federal or State crime during hours of employment as a Village employee or involving the use of any Village property or facility;
- Threatening, attempting to inflict, or inflicting bodily harm upon fellow employees, representatives of other agencies, or members of the public while working as a Village employee, except when exercising a privilege conferred by law, and then only to the extent that such activity is legally privileged;
- Threatening, intimidating, interfering with, or using abusive language toward fellow employees or members of the public while working as a Village employee, including slurs based upon race, creed, gender, or place of national origin;
- Sexual or other harassment of any other employee;
- Unauthorized possession of weapons on the job site or during working hours;
- Making or disseminating false, defamatory or malicious statements concerning other employees, supervisors or officers of the Village;

- Unauthorized possession or use of alcoholic beverages or controlled substances during work hours, while on Village time or property, or while engaging in Village business;
- Reporting to work under the influence of alcohol or controlled substances or manifesting evidence of abuse of alcohol or controlled substances;
- Reporting to work in a condition reasonably likely to be unsafe to the employee, other employees, members of the public or to physical property due to the influence of medication or due to illness;
- Eating or drinking in unauthorized areas or at times when not authorized by supervisory personnel;
- Selling commercial or private products or services on Village time or on Village premises without written authorization;
- Unauthorized solicitation of funds or donations for any purpose on working time;
- Unauthorized distribution of printed matter on working time;
- Unauthorized possession, lending, borrowing, or duplication of Village keys or credit cards; careless or improper use of Village keys or credit cards; or failure to report promptly the loss of Village keys or credit cards;
- When Village employment requires wearing of a uniform, unauthorized or improper use of the uniform, or failure to wear the uniform property;
- Soliciting or accepting any unauthorized compensation, reward, kickback, gratuity, or gift of any kind of any value for performing any service related to the employee's job as an employee of the Village;
- Intentionally, carelessly, or negligently damaging or destroying property owned by members of the public while performing duties as an employee;
- Conducting lotteries, playing cards for money, booking bets, or any other form of gambling by employees or outsiders on Village time or premises is not permitted.

510 Political Activities

- A. Employees may participate in political activities, but only to the extent that such activities do not interfere with the employee's job duties or use or create the appearance that the employee is using Village employment for political purposes
- B. Permitted Political Activities. The following types of political activities by Village employees are permitted:
 - a. Membership in a political party.
 - b. Participation in political party or campaign activities during non-working hours.
 - c. Making voluntary contributions for political purposes.
 - d. Management of a political campaign for a candidate during non-working hours.
 - e. Display of political signs or other campaign materials at the employee's home.
 - f. Running for a non-partisan office, if the holding of such office would not be incompatible with the employee's status as a Village employee.
- C. Prohibited Political Activities. The following types of political activity by Village employees are prohibited, and shall constitute violations of work rules and may be grounds for disciplinary action:
 - Using the employee's authority, influence, or status as a Village employee to interfere with or affect a nomination or election.

- Using the employee's authority, influence, or status as a Village employee to intimidate, threaten or coerce any person to vote contrary to his/her free choice.
- Using the employee's authority, influence, or status as a Village employee to directly or indirectly intimidate, threaten, or coerce any person to pay, lend or contribute anything of value, including services to any political party, organization or candidate for political purposes.
- Using the employee's authority, influence, or status as a Village employee to threaten or to confer benefits or effect reprisals to secure desired political action or inaction.
- Engaging in political activities while engaged in Village employment duties, such as wearing political identification or campaign materials while on duty, parking a vehicle with a car-top political advertisement on Village-owned property, passing out campaign materials on Village time, placing political stickers or advertising on Village vehicles, or similar activities in which the employee's political activities are intertwined with the duties of the employee's Village employment.
- Participating in the solicitation of funds to be used in any manner for a political campaign or political purpose while on duty as a Village employee.

SECTION 6 DISCIPLINARY ACTION – END OF EMPLOYMENT

601 Disciplinary Action

We reserve the sole discretion to determine when certain behaviors, conduct, decisions, etc. are inappropriate, even if they are not expressly prohibited or addressed in this handbook. The consequences for any infraction will depend on all relevant circumstances in the particular situation. The purpose of disciplinary action is to eliminate inappropriate conduct, violation of policies, improper behavior, or performance problems. Disciplinary action may include, but is not limited to, oral or written warnings, suspensions without pay, and termination, as deemed necessary under the circumstances. The specific measures taken will depend upon the nature and severity of the conduct and the surrounding circumstances, as determined appropriate by the Village at its discretion.

602 Separation from Service

Resignation/Retirement

Resignations or retirements are voluntary, permanent separations initiated by the employee. It is expected that employees will give as much notice as possible in order to facilitate the recruitment and orientation of new employees. Employees are asked to submit their resignation in writing at least two (2) weeks in advance of their planned departure, Employees who provide the requested notice will be considered to have resigned in good standing.

Pay at Termination. You will be paid all earned wages, pro-rated personal time off and compensatory time when you leave employment. If you leave employment without providing at least 2 weeks' notice of your intent to resign or retire, or you do not remain an active employee during the 14 days after notice of resignation or retirement, unless due to an emergency, or you are terminated for misconduct as determined by the Village, you will forfeit any available Personal time off.

Employees who are involuntarily terminated will not receive payment for any available personal time off upon separation.

Employees who are permanently laid-off will receive payment for any available personal time off upon separation.

603 Grievance Process

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

"Employee discipline" for the purposes of this policy includes written reprimands, suspension, and termination, but shall not include the following items:

- Placing an employee on paid administrative leave pending an internal investigation;
- Counseling, meetings, or other pre-disciplinary action;

- Actions taken to address work performance, including the use of a performance improvement plan or job targets;
- Demotion, transfer, or change in job assignment;
- Non-disciplinary wage, benefit, or salary adjustments; or
- Other personnel actions taken by the employer that is not a form of discipline.

"Employee termination" shall include action taken by the employer to terminate an individual's employment for misconduct or performance reasons, but shall not include the following personnel actions:

- Voluntary quit;
- Layoff or failure to be recalled from layoff at the expiration of the recall period;
- Retirement;
- Job abandonment, "no-call, no-show", or another failure to report to work; or
- Termination of employment due to a medical condition, lack of qualification or license, or another inability to perform job duties.

"Workplace safety" as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

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

Steps of the Grievance Procedure

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

Step 1 – Informal Grievance Resolution: Every reasonable effort should be made by supervisors and employees to resolve questions, problems, and complaints together. Thus, you should first discuss any issues concerning the subjects covered by this grievance procedure with your immediate supervisor.

Step 2 – Written Grievance Filed with the Department Head. If the grievance is not settled at Step 1, the employee must prepare and file a written grievance with the Department Head within five (5) business days of when the employee knows or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision, if possible, within ten (10) business days of receipt of the grievance. In

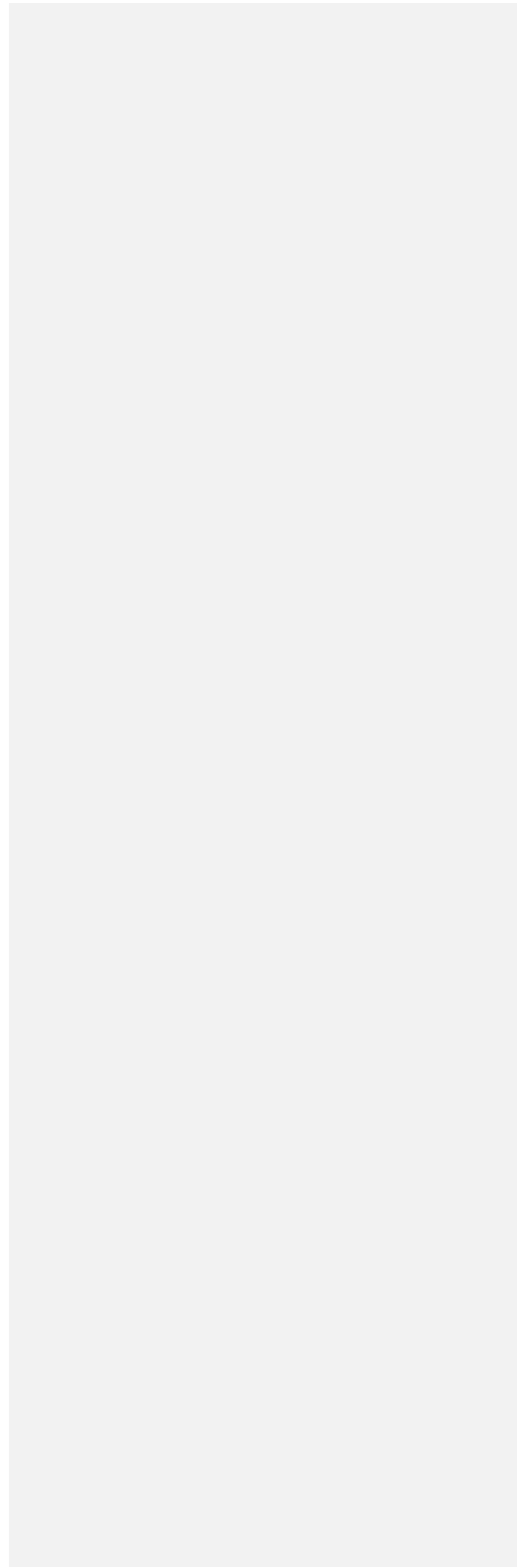
the event the grievance involves the Department Head, the employee may initially file the grievance with the Village Administrator, who shall conduct the Step 2 investigation.

Step 3 – Review by Village Administrator. If the grievance is not settled at Step 2, the employee may appeal the grievance to the Village Administrator within five (5) business days of the receipt of the decision of the department head at Step 2. The Village Administrator or his/her designee will review the matter and inform the employee of his/her decision, if possible, within ten (10) business days of receipt of the grievance.

Step 4 – Impartial Hearing Officer. If the grievance is not settled at Step 3, the employee may request in writing, within five (5) business days following receipt of the Village Administrator's decision, a request for written review by an impartial hearing officer. The Village shall select an impartial hearing officer. The hearing officer shall not be a Village employee. In all cases, the grievant shall have the burden of proof to support the grievance. The impartial hearing officer will determine whether the Village acted in an arbitrary and capricious manner. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.

Step 5 – Review by the Governing Body. If the grievance is not resolved after Step 4, the employee or the Village Administrator shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the Governing Body. For Library employees, the appeal shall be filed with the Library Board. For all other employees, the appeal shall be filed with the Village Board. The Village Board shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The Village Board will inform the employee of its findings and decision in writing within ten (10) business days of the Village Board meeting. The Village Board shall decide the matter by majority vote and this decision shall be final and binding.

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



ACKNOWLEDGMENT AND RECEIPT OF EMPLOYEE HANDBOOK

The undersigned hereby acknowledges receipt of a copy of the Village Employee Handbook. The employee is responsible for knowing and complying with these policies. The undersigned acknowledges that nothing contained in this Handbook, including policies, practices, and benefits, are intended to create any contractual right, express or implied, to employment or to any particular term or condition of employment. The undersigned also acknowledges that the Village reserves the right to revise, amend or terminate any policy unilaterally without notice at any time.

Sign, Date and submit to the Village Administrator or Village [TreasurerClerk](#).

Date: _____

Employee Name – Printed

Employee Signature

Health Insurance Opt-Out Incentive Policy

Village of Pewaukee

“Appendix A”

This Policy describes the opt-out incentive available to eligible Village employees beginning in 2023.

The Village of Pewaukee currently offers a \$1,500 opt-out benefit to those employees who are eligible to participate in the Village’s health insurance plan but choose to waive that coverage. The opt-out option was established to start in 2016 and must be administered in accordance with the Village of Pewaukee Flexible Benefits Plan. Some employees are completely ineligible for this benefit, while others may only be entitled to a partial benefit.

Eligible Employees. To receive the opt-out benefit, a Village employee must be eligible to participate in the Village’s health plan but waive that coverage because the employee is covered under another employer’s group health plan that provides minimum essential coverage. An eligible employee must also return a written election form prepared by the Village to receive any opt-out benefit.

Employees who are covered under the Village health plan because a spouse also works for the Village and maintains family, spousal or other similar coverage are not eligible to receive the opt-out benefit.

Employees who did not elect health care coverage in calendar year 2015 will not be eligible for the opt-out incentive due to the exclusion adopted in 2015 Act 55 and set forth in Wis. Stat. § 40.513(3)(a).

Full-Time Employees. A Village employee who would otherwise receive a full Village contribution towards health insurance, based upon the employee’s regularly scheduled weekly hours, is entitled to receive a full \$1,500 opt-out payment.

Part-Time Employees. A Village employee who is eligible to participate in the Village’s health insurance plan, but who is not entitled to a full Village contribution toward the cost of that benefit will be entitled to receive a reduced opt-out payment based on the percentages as laid out on Resolution 2009-01. The reduced amount will be determined by multiplying \$1,500 by the percentage of the full Village health insurance contribution (50% or 25% based on the number of regularly scheduled work hours).

Benefit Paid Over Time. The Village will spread out the payment of the opt-out benefit over the full calendar year, with an equal payment allocated to each pay period.

New Hires. Any new employee will be eligible for the opt-out benefit on a pro-rated based on the month in which that employee became eligible for Village health insurance coverage.

Future Eligibility. With the exception of any employee who was eligible for, but opted out of, the Village’s health insurance coverage in 2015, an otherwise eligible employee who waives coverage in a future year will be eligible for any opt-out benefit the Village might offer in such future year.

Initially approved: October 20, 2015 and updated December 20, 2022.

Call-in / Stand-by Policy

Village of Pewaukee – DPW Employees

“Appendix B”

The Village of Pewaukee Department of Public Works recognizes it has a responsibility to provide coverage for public works and utility functions throughout the Village outside of normal work hours. Weekend duty shall be from Fridays at 3:30 pm to Mondays at 7:00 am in the event a need arises. The switching of schedules between employees needs to be communicated with the direct Supervisor. Employees are required to be on a rotating schedule year-round to ensure adequate staffing. An emergency is defined as a serious, unexpected, and potentially hazardous situation requiring immediate action.

An Employee who is required to work due to an unplanned emergency will be entitled to no less than two (2) hours of compensation at one- and one-half times (1-1/2) his/her hourly rate. If the employee is required to report for an unplanned emergency on a holiday or on a Sunday the employee will be compensated at a rate of two times the employee's pay rate (double time).

Stand-by pay is defined as payment for being available to answer a call immediately, and able to be on-site to an emergency within 45 minutes. If an employee is scheduled to be on stand-by and is unresponsive to accept a call, the employee will not be paid for that day.

Call-in pay is defined as responding to an emergency. An employee will only be paid call-in pay when mobilized to the Village for duty. If the employee on stand-by is qualified to perform the work or emergency, no other employee shall be called into work unless additional help is needed.

Stand-by Policy: Public Works employees are required to rotate after-hours/weekend/holiday/standby responsibilities. The employee shall receive stand-by pay at the rate of 2.5 hours of straight-time pay for each working day/night on standby (weekends are defined as 3:30 p.m. Friday through 11:59 p.m. Saturday, and 12:00 a.m. Sunday through 7:00 a.m. Monday). (If a holiday is preceded by a work day, stand-by begins at 3:30 p.m. the day before the holiday. Stand-by continues following a holiday until 7:00 a.m. the next regular work day. Stand-by time will not be considered as hours worked in the calculation of overtime.

Call-in Policy: Hourly employees shall be paid a minimum of two hours (2) of straight-time pay when they are called into work outside of their normal scheduled hours for unscheduled and/or unplanned events. However, call-ins on a Saturday will be paid at time and a half (x1.5), and call-ins on a Sunday or a holiday will be paid at two times (x2) the employee's hourly rate. A pre-scheduled change in hours to accommodate required work outside an employee's normal work schedule will not be paid as call-in pay, such as force main manhole maintenance prior to heavy morning traffic. A call-in for snow removal which was not anticipated and not previously scheduled would be considered work eligible for call-in pay. However, if work outside an employee's normal work schedule is scheduled prior to the need for snow removal, no call-in pay would be given, as the work was anticipated and considered part of the normal functions of the job.



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 26, 2024

Re: December 3, 2024 Meeting Agenda Item 8(c)
Review, discussion and possible action on the process and time-line for the performance review and 2025 goal setting for the Village Administrator

BACKGROUND

The advent of the new year prompts the review of progress on the goals set for 2024 and setting of goals for 2025.

ACTION REQUESTED

This item does not require formal action by the Village Board but it is available if the Board wishes to use it. Otherwise this item is seeking input from and consensus among Board members.

ANALYSIS

Trustee Rohde will lead this discussion. The time-line could be impacted by the potential cancellation of the January 7, 2025 Village Board meeting.

Attachments: None.



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 26, 2024

Re: December 3, 2024 Meeting Agenda Item 8(d)
Review, discussion and possible action on cancelling the regular Village Board meeting
on January 7, 2025.

BACKGROUND

The Village President informed the Administrator the Village has historically cancelled the first meeting in January.

ACTION REQUESTED

The action requested of the Village Board is to cancel the first meeting in January.

ANALYSIS

The only item known to be impacted by this decision is the potential time-line for the Administrator's performance review and goal setting for 2025.

Attachments: None.



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 26, 2024

Re: December 3, 2024 Meeting Agenda Item 8(e)
Review, discussion and possible action on requested maintenance on Bill Brown Island in Pewaukee Lake.

BACKGROUND

The Village President requested this item. A private contractor donated materials and labor to install stone/riprap on the shoreline to prevent erosion in 2015.

ACTION REQUESTED

The action requested of the Village Board is to approve the proposed maintenance.

ANALYSIS

The account Village Hall Maintenance has funds available in the 2024 budget to accommodate this \$6,500 request. That account still has \$27,715 unspent.

Attachments:

1. Quote to perform the work from Summerset Marine Shoreline Restoration

SUMMERSET MARINE SHORELINE RESTORATION
N8735 PICKERAL LAKE ROAD
EAST TROY, WI 53120

November 11, 2024

Village of Pewaukee
235 Hickory Street
Pewaukee, WI 53072

Project: Bill Browns Island

Contract for rip-rap shoreline work

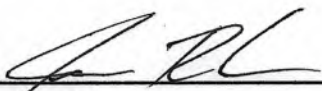
- Includes 20 tons of rip-rap (6"-30" fieldstone)
- Includes any necessary topsoil, grass seed and straw mat
- Includes marine grade filter fabric
- Work will be done by barge

Total Cost: \$6500.00

: Price quoted is only good for 60 days.

Construction and installation will begin as soon as possible. **Typically 90 days (in season) after signed contract and deposit are received.** A non-refundable down payment of \$500 will be made upon signing contract. A down payment equal to 50% of the total cost of the project will be made before construction begins. The remaining balance will be due upon completion of this project.

Thank you for your business.



Jason Burke
Summerset Marine Shoreline Restoration

Village of Pewaukee Representative

Mobile: 262-903-3277 www.summersetshorelines.com jason@summersetshorelines.com