

Tuesday, January 14, 2025  
4:45PM

Tomahawk City Hall  
23 N 2<sup>nd</sup> Street

**COMMITTEE  
MEMBERS**

STEVEN E. TASKAY  
CHAIRPERSON

MICKEY LOKA  
DISTRICT 1

DALE ERNST  
DISTRICT 1

JEFF KAHLE  
DISTRICT 2

STEVE BARTZ  
DISTRICT 3

JAMES GRAEBER  
CITIZEN ADVISORY  
MEMBER

“WINTER,  
SPRING,  
SUMMER,  
FALL...  
TOMAHAWK  
HAS IT ALL”

**AGENDA**

- A. **Call to Order**
- B. **Public Comments** (During this item on the agenda the Committee listens to oral comments from members of the public on non-agenda items. When speaking please state your name and limit your time to five minutes.)
- C. **Minutes of Previous Meeting(s)**
  - 1. December 2, 2024 (Page 2)
- D. **Other Business**
  - 1. Review Employee Handbook (Page 5)
    - i. General Review of Employee Handbook and Benefits
    - ii. Article II Employee Benefits
      - 1. Section 4(G) – Holidays – Police Dispatch (Page 26)
      - 2. Section 5(A) – Vacation Schedule (Page 27)
      - 3. Section 6(A) – Sick Leave Benefit and Accumulation (Page 28)
      - 4. Section 11 – Longevity (Page 30)
      - 5. Section 13 – Uniforms/Safety Glasses (Page 31)
- E. **Set Time and Date of Next Meeting**
  - 1. Call of the Chair
- F. **Adjournment**

Any additions to this agenda will be added to the original posted at City Hall. Any person who has a qualifying disability as defined by the Americans with Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format must contact the Clerk-Treasurer at City Hall, 453-4040, at least three days prior to the meeting so any necessary arrangements can be made to accommodate each request.

**PLEASE TURN CELL PHONES ON SILENT DURING MEETINGS**

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**Personnel Committee**  
**City of Tomahawk, City Council Chambers**  
**23 N 2<sup>nd</sup> St, Tomahawk, WI 54487**  
**December 2, 2024 at 4:45 p.m.**

**Call to Order:** Mayor Taskay called the meeting of the Personnel Committee to order at 4:52 p.m.

**Members Present:** Members present were Jeff Kahle, Steve “Ding” Bartz, Dale Ernst, and Mickey Loka. Absent was Mayor Steve Taskay and James Graeber.

Also present was Clerk/Treasurer Amanda L. Bartz, Administrative Assistant Lexie VanStrydonk, Police Sargent Steve Buckwalter, Street Leadsperson Nick Rosenmeier, Crewpersons Zach Sherman, Rob Ernst, and Travis Vacho, Water Leadsperson Glenn Hanna, Water Operator Derek Dotter, Wastewater Leadsperson Bill Jelinek and Wastewater Operator Rich Thiemer.

**Public comments:** There were no public comments.

**Minutes of Previous Meeting:** BARTZ MOVED to approve the minutes from the November 13, 2024 meeting and MICKEY LOKA seconded. The VOTE was unanimous.

**Other Business**

**2025 Salary Ordinance:** Zach Sherman requested that the non-represented employee received the same pay increases as the Police Department, 2% increase on January 1<sup>st</sup> and 3% increase on July 1<sup>st</sup>.

BARTZ MOVED forward the recommendation of a split increase of 2% on January 1<sup>st</sup> and 3% on July 1<sup>st</sup>, MICKEY LOKA seconded. The VOTE was unanimous.

**Review Employee Handbook**

HANNA stated that we are required to wear a uniform and requested an allowance rather than the uniforms from Vestis (Aramark). BARTZ voiced concerns with the purchases being “uniform” and a standard need to be set.

ERNST said that they would like to see the cost to Vestis and what they are providing and agreed that they need to be consistent throughout the City and departments.

BARTZ asked about safety equipment for throwing switches (electrical). Discussion followed.

Sargent BUCKWALTER stated that the Chief had some requests he would like to present. He stated that the first request would be to increase the maximum number of sick hours that can be accumulated to 1080 versus 120 days or 960 hours.

Sargent BUCKWALTER stated that he would also ask that the part-time employees (dispatch) be granted sick and vacation time and asked that the non-represented police officer receive the same vacation schedule as the represented.

The Committee would like to set a date in January to look at these requests.

1  
2 Clerk stated that she would like to look at City Halls operating hours. The Committee requested a survey  
3 of customers through March to include the lunch hour and noon to 4:00 p.m. on Fridays. MICKEY LOKA  
4 voiced that his biggest concern is the lunch hour coverage.

5  
6 **Set Time and place of next meeting:** The next meeting of the Personnel Committee will be January 14,  
7 2025 at 4:45 p.m. at Tomahawk City Hall.

8  
9 **Adjourn:** BARTZ MOVED to adjourn the meeting of Personnel Committee and ERNST seconded. The  
10 VOTE was unanimous. The meeting was adjourned at 5:26 p.m.

**From:** [Al Elvins](#)  
**To:** [Amanda L. Bartz](#)  
**Subject:** Personnel  
**Date:** Thursday, January 9, 2025 9:21:36 AM

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Hello

Some things I would like to discuss are

Non-Represented

1. Increasing carryover sick leave to 1080 hours
2. Replicating the Union Vacation time i.e., 1 yr-48 hours, 2 year 90 hours, 7 year 144 hours, 12 years 192 hours, 20 years 240 hours, and creating 25 years 280 hours
3. Replicating the library and increasing earned sick time to 120 hours per year.  
Permanent Part-time
4. Part time Vacation i.e., 1 year -1 week, 3 years 2 weeks, 7 years 3 weeks.----the weeks of vacation would be based on the number of hours the dispatcher works in a year divided by 52 weeks
5. Canceling the \$50 holiday pay and replacing it with 1 ½ for hours worked on holidays.
6. Providing an abbreviated longevity for Part time employees. Total of hours worked equals 2080, would count as a year. It may take 2 years to obtain credit (hours) for one year. I would propose this instead of sick leave and the four paid holidays (20 hours) that the library workers receive.

The library currently pays part time employees vacation and sick leave. It is only fair that the dispatchers should have something equitable. Remember that they are working holidays, weekends and nights, while the library is closed.

Chief Al Elvins  
Tomahawk Police Department  
219 West Somo Avenue  
Tomahawk, WI 54487  
715-453-2121

# CITY OF TOMAHAWK



# EMPLOYEE HANDBOOK

Revised by the Common Council: \_\_\_\_\_

Effective: January 1, 2025

# **CITY OF TOMAHAWK EMPLOYEE HANDBOOK**

## **WELCOME!!!**

We are pleased that you have joined the City of Tomahawk to begin what we hope will be a long and mutually beneficial relationship. We depend on the skill and energy of people like you to provide our citizens with the kind of efficient and courteous service they deserve and expect.

Please read all the information in this Handbook carefully and keep this Handbook as a ready reference. You will undoubtedly have questions about your job with the City. When questions arise which are not answered in the Handbook, do not hesitate to ask your supervisor/foreperson for assistance.

You are an important member of the City work force; we hope your employment is mutually rewarding.

Common Council of the  
City of Tomahawk

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## INTRODUCTION

It is in the mutual interest of the City of Tomahawk to provide for the operation of the City under methods which will further, to the fullest extent possible, ensure the safety and welfare of its employees and provide for economy of operation, quality and quantity of output, cleanliness of equipment and facilities, and protection of people and property.

This Handbook will serve as a reference for both new and experienced employees. The information contained in this Handbook should increase understanding and help to assure uniformity throughout the City organization.

Portions of this Handbook, like any printed publication, will become obsolete due to changes in policies, law, and other influencing factors. Supplements and updated information will be distributed from time to time.

The Governing Committee for the City or Department Head may issue supplementary directives applicable to specific departments. Such directives shall be binding upon employees within that department. As used in this Handbook, the Governing Committee means the committee of the Common Council charged with the administration of a department.

This Employee Handbook has been prepared for informational purposes only. None of the statements, policies and administrative guidelines, rules or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. All of the City's employees are employed at-will and employment is not for any definite period.

Violations of the terms of the Employee Handbook, policies, regulations, or guidelines may result in disciplinary action, up to and including termination of employment.

The provisions set forth in this Handbook may be altered, modified, changed, or eliminated at any time by the Council. This Employee Handbook supersedes any and all previous handbooks, statements, policies and administrative guidelines, rules or regulations given to employees, whether verbal or written. It is each employee's responsibility to read and become familiar with this information and to comply with the policies adopted by the City Council and the Administrative Guidelines as well as the rules and regulations contained herein. We recognize that employees are bound to have questions relating to their specific position or responsibilities. You are encouraged to direct any specific inquiries you may have to your immediate supervisor. All employees will acknowledge receipt of this handbook by completing the last page and submitting it to the Clerk's Office.

# **POLICY STATEMENT ON STANDARDS OF CONDUCT**

Whereas, the members of the Common Council recognize their responsibilities to the people desire to inspire public confidence and respect for government and believe that honesty, integrity, loyalty, justice and courtesy form the basis of ethical conduct. Therefore, all officials and employees of the City of Tomahawk shall ascribe to the following standards:

1. "Official" or "employee", and any variation thereof, shall include any person elected or appointed to, or employed or retained by, any public office or any public body of the City of Tomahawk, whether paid or unpaid and whether part-time or full-time.
2. Officials and employees shall recognize that policy decisions are the responsibility of the peoples' elected representative, and that identification and communication of technical and administrative alternatives and recommendations as a basis for decision making, and the efficient and effective implementation of adopted policy, are the responsibility of professional administrative officials.
3. Officials and employees recognize that government service is a public trust and imposes responsibilities to conserve public resources, from improper use. Therefore, no official or employee shall request, use or permit the use of City owned vehicles, equipment, materials or property for other than authorized purposes.
4. No official or employee shall engage in supplemental employment, business, or professional activities that would tend to impair the efficiency of his services; or while employed by the City shall become involved in work which normally comes before the City for review or consideration except as provided by ordinance.
5. No official or employee, without proper legal authorization, shall disclose confidential information concerning the property, government, or affairs of the City nor shall he/she use such information to advance the financial or private interests of himself/herself or others.
6. Any official or employee who has a financial or personal interest in any proposed legislative action of the City Council and who gives an official opinion or recommendation to the Council shall disclose in the records of the City Council, the nature and extent of such interests.
7. No official or employee shall accept any gift, favor or other consideration that may reasonably tend to influence him in the discharge of his duties or grant, in the discharge of his duties, any assistance, service or other consideration not afforded to all others

similarly situated.

8. All officials and employees shall put public interests above individual, group or social special interests and shall consider his position or employment as an opportunity to serve his community.

## **ARTICLE I - EMPLOYMENT POLICIES**

### **SECTION I - COVERAGE**

- A. This Employee Handbook will apply to all employees of the City of Tomahawk but shall exclude Council members, the Mayor and individuals covered by separate Employment Agreements. The employment policies in Article I shall be applicable to all City employees regardless of status and shall govern the employment of all individuals by the City. Employee benefits under Article II of this Handbook shall not apply to regular full-time employees who have not completed the six month qualification period, regular part-time, temporary or seasonal employees hired on an hourly basis.
- B. In those instances where an employee is covered by the provisions of a Labor Agreement or/and the Labor Agreement does not address a matter covered by the provisions of the Employee Handbook, the provisions of this Employee Handbook shall be considered applicable and used by the City in addressing the matter. Library personnel shall be in accordance with Appendix G.
- C. Categories of employees under this Handbook are:
  - 1) Regular full-time employees are defined as employees who work a full normal work week for the City of Tomahawk and are employed in positions authorized by the Common Council.
  - 2) Regular part-time employees are defined as employees who are hired by the City to work a regular schedule of hours less than full-time in a position established by the City.
  - 3) Temporary or seasonal employees are defined as employees hired on an hourly basis to perform work when called upon by the City for a limited period of time.
  - 4) Limited Term employees are defined as employees who have been authorized and scheduled to work a specific number of hours for a specific time or project of an ongoing nature.

### **SECTION 2 - EQUAL EMPLOYMENT OPPORTUNITY**

“The City does not discriminate in the employment of any staff on the basis of any characteristic protected under State or Federal law including, but not limited to, race, color, age, sex, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veterans status, military service (as defined in 111.32, Wis. Stats.), sexual orientation, national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off

the City's premises during non-working hours, or any other characteristic protected by law in its employment practices."

### **SECTION 3 - HOURS OF WORK AND OVERTIME**

- A. **HOURS OF WORK:** The normal work week for full-time City employees shall be determined by the Governing Committee and shall normally consist of 40 hours per week, unless an alternate work schedule is contained in a specific Labor Agreement or established by the Governing Committee. The normal hours of work for each employee shall be established by the Department in conjunction with the Governing Committee.
  
- B. **OVERTIME:** Overtime pay shall be provided for eligible employees in accordance with the Fair Labor Standards Act. For purposes of computing whether an employee works more than 40 hours per week, sick days, holiday, funeral leave, vacation, jury duty and time off without pay shall not be considered time worked unless provided for elsewhere in this Handbook.

Prior approval must be obtained from the Department Head or immediate Supervisor for all overtime hours worked. Overtime hours worked without prior approval shall be subject to review and reasonable approval/disapproval upon proper request being made in writing. The specific overtime provisions for departments covered by this Handbook are as follows:

1. **Administrative Staff:** Administrative staff shall receive time and one half pay for each hour worked beyond forty (40) hours per week. Compensatory time off may be taken in lieu of overtime pay in accordance with the provisions of this Handbook.
2. **Street Department Employees:** Employees of the Street Department shall receive time and one half pay for each hour worked in excess of forty (40) hours per week. Vacation time shall be considered time worked for purposes of determining whether an employee works more than forty (40) hours in a work week. Employees shall be eligible to take compensatory time off in lieu of overtime pay in accordance with the provisions of this Handbook. Overtime shall be compiled in 15-minute increments.
3. **Sewer and Water Utility Employees:** Employees of the Sewer and Water Utility shall be entitled to receive time and one half pay for each hour worked in excess of forty (40) hours per week. Vacation time shall be considered time worked for purposes of determining whether an employee works beyond forty (40) hours in a work week. Scheduled weekend work will be paid at the overtime rate. Employees shall be allowed to use compensatory time off in lieu of overtime pay in accordance with the provisions of this Handbook. Overtime shall be compiled in 15-minute increments.
4. **Parks Employees:** Employees for the Parks shall receive time and one-half pay for each hour worked in excess of forty (40) hours per work week. Vacation time shall be considered time worked for purposes of determining whether an

employee works beyond forty (40) hours in a work week. Compensatory time off may be taken in lieu of overtime pay in accordance with the provisions of this handbook. Overtime shall be compiled in 15-minute increments.

5. Police Sergeant. The Sergeant in the Police Department shall be entitled to receive time and one-half of compensatory time off for all hours worked in excess of the regularly scheduled hours of work. A normal work week shall average 42 hours per week based on a 52-week year. Compensatory time off may be taken in accordance with the provisions of this Handbook. If the Sergeant is unable to use his/her accumulated compensatory time prior to December 1st of each year, the Sergeant shall receive such accumulated compensatory time in cash at the rate of time and one-half (1-1/2) on a separate check from the City.
6. Police Dispatch: Police Dispatch employees shall receive time and one half (1 ½) for each hour worked beyond eight (8) hours per day.
7. Department Heads: Department Heads are expected to perform all work necessary to complete their duty and shall not be eligible for overtime pay. In unusual circumstances, (i.e. emergency, change in Department operations), the Common Council may grant Department Heads flexible time off from work in those instances where a Department Head is required to perform work that is not a normal part of the duties of the position held by the employee. Prior approval for any flexible time off shall be obtained from the Mayor or Governing Committee before a Department Head may take flexible time off. Department Heads shall, if requested, provide a written report to the Mayor or the Governing Committee showing the amount of flexible time off taken by the Department Head. Flexible time off shall not result from the performance of normal duties or attendance at functions or meetings where the employees attendance is required as part of the duties of the position.

- C. COMPENSATORY TIME: If an eligible employee desires compensatory time off in lieu of overtime pay, the employee may be allowed to take compensatory time off at the applicable rate provided prior approval is obtained from the Department Head or immediate Supervisor. Compensatory time off shall be scheduled by the employee's immediate Supervisor or Department Head in accordance with City payroll procedures.

Employees may not accrue more than 80 hours of compensatory time off. Any eligible employee who has accrued 80 hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation.

If an employee is unable to use accumulated compensatory time prior to December 1<sup>st</sup> of each year, the employee shall receive such accumulated compensatory time in a separate check from the City. An employee shall receive payment in cash at his/her regular hourly rate for accrued but unused compensatory time off at the time of separation from employment with the City.

- D. CALL TIME: The custodian and employees in the Street, Parks, Sewer and Water Departments, who are called in to perform work in cases of emergency, shall receive a minimum of two (2) hours pay at the appropriate rate regardless of the hours worked. Employees working more than two (2) hours shall be compensated for all hours worked at the appropriate rate. The City reserves the right to schedule the employee for the full two (2) hours. Early call ins shall be compensated at time and one-half pay for the first two hours of that shift. When the Director of Public Works assigns a Public Works Department employee to be on-call, the employee shall receive three dollars (\$3.00) per hour for the time the employee is on-call.

#### **SECTION 4 - PROCEDURE FOR CREATING AND FILLING POSITIONS**

- A. All regular full-time, part-time, and limited term positions to be created in the City shall be subject to final approval by the Common Council upon recommendation from the Controlling Committee for the Department. Upon approval by the Council, the position shall be advertised in accordance with this Section. After approval by the Common Council establishing the number of temporary positions to be filled by the Controlling Committee, temporary and seasonal employees may be hired by the Controlling Committee. No Department Head shall proceed to hire employees without approval from the Controlling Committee and Common Council. All wage rates for positions shall be established by the Personnel Committee at the time of filling of the position.
- B. In the interest of obtaining the best possible employee based on talent and skills and to eliminate public criticism in hiring practices, vacancies in regular full-time positions shall be publicly advertised.
- C. The procedure for advertising for a position shall include posting of a notice of vacancy in the City Clerk's Office, posting a notice of vacancy on the bulletin board in City Hall, the union bulletin board, and a listing of the vacant position in the official City newspaper in at least one publication. The posting and publication of the notice shall be in sufficient time to allow all individuals to apply for the position, preferably for a period of two weeks prior to the date the vacancy is to be filled.
- D. Exceptions to this procedure for filling vacancies in regular full-time positions may be granted by the Personnel Committee upon request of the Department Head.
- E. The City may, in its sole discretion, reject all applicants for a position, re-advertise and re-post a vacant position, decline to fill a vacant position, and/or eliminate a vacant position.

#### **SECTION 5 - QUALIFICATION PERIOD**

All newly hired employees, except the Police Sergeant and Police Dispatchers, will serve a six (6) month qualification period. The Police Sergeant and Dispatchers shall serve a twelve (12)

month qualification period. However, the Police Sergeant and Dispatchers shall be entitled to the employee benefits set forth in Article II of this Handbook upon completion of six (6) months of the twelve (12) month qualification period. Completion of the qualification period does not provide any right to further employment, nor modify the at will employment, unless otherwise expressly set forth by law.

## **SECTION 6 - TRANSFERS**

- A. An employee may request and be authorized to transfer from one department to another in the City if the transfer is acceptable to the transferring and receiving Department Heads and their respective Boards, Commissions or Governing Committee.
- B. Employees transferring from one department to another shall serve a six (6) month qualification period in the new position. Transfers are considered final when the qualification period has been served. Completion of the qualification period does not provide any right to further employment, nor modify the at will employment, unless otherwise expressly set forth by law. If more than four (4) weeks of leave or vacation is taken during this qualification period, it will be lengthened by the additional time of the leave or time off. Employees who do not successfully complete the qualification period shall be returned to their former department in the City provided work is available in the department.
- C. When transferring from one department to another, the employee shall carry forward to the new department all accumulated sick leave, vacation, and longevity.

## **SECTION 7 - DISCIPLINARY PROCEDURE**

- A. Employees are expected to work in a competent and conscientious manner which reflects favorably upon the employee, their department, and the City. Instances may occur when an employee has exhibited questionable behavior and corrective action is necessary. The following non-exhaustive list are examples of behavior which would justify corrective action.
  - 1. Dishonesty or falsification of records.
  - 2. Insubordination (refusal to obey reasonable orders, insolence, talking back, arguing, verbal abuse or assault of a supervisor).
  - 3. Theft or destruction of City equipment or property.
  - 4. Unauthorized use or abuse of City equipment or property.
  - 5. Use, possession or being under the influence of intoxicants, controlled substance, and/or drugs (other than prescribed by a physician) while on duty, including, but not limited to:
    - a. Intoxication to any degree.
    - b. Abuse of prescription or other medications.
    - c. Condition brought about from use of drugs away from work which interferes with job performance, efficiency, or discipline.

6. Fighting or creating a disturbance among fellow employees resulting in adverse effect on morale, production or maintenance of proper discipline.
7. Disorderly or immoral conduct.
8. Notorious off-duty conduct which brings disrepute or reflects on the City as an employer.
9. Conviction of a felony or misdemeanor the circumstances of which are substantially related to the duties performed by the employees.
10. Unavailability for work.
11. Absence without leave (any absence from work which has not been approved).
12. Leave used for a purpose other than for which it was requested and granted.
13. Disregard of the public's interest.
14. Habitual tardiness or abuse of sick leave.
15. Use of official position or authority for personal profit, sexual purposes or political advantages.
16. Disregard or repeated violation of safety rules and regulations.
17. Sexual harassment.
18. Discrimination or abusive conduct because of race, color, creed, national origin, ancestry, age, marital status, sex or other criteria protected by Equal Employment Opportunity laws.
19. Knowingly making false and malicious statements with intent to harm or destroy the reputation, authority or official standing of individuals or organizations.
20. Acceptance of any gift, favor or service that might reasonably tend improperly influences an employee in the discharge of their official duties.
21. An employee who is found to be in violation of the Employee Handbook, City policies or work rules.
22. Failure to perform assigned work in an efficient manner.
23. Being wasteful of material, property, or working time.
24. Failure to carry liability insurance on a private vehicle used for City business.
25. Failure to report work injuries per safety policy.
26. Other circumstances may warrant disciplinary action and will be treated on a case-by-case basis.

The offenses listed above are not intended to be all inclusive. Discipline, demotion, or discharge may occur for any other reason depending upon, in sole discretion and opinion of the City, the seriousness of the offense and the particular circumstances involved.

- B. Types of corrective action could include an oral or written reprimand, suspension, or discharge. Repetition of minor offenses will lead to progressive corrective action. However, the City reserves the right to proceed to higher discipline than the progressive steps if the City determines to do so.
- C. Written notice of the disciplinary action taken will be given to the employee in person or by certified mail with a return receipt. A copy or notation of all disciplinary actions will be

kept in the employee's personnel file. The notice will include: (a) the specific reason for the corrective action; (b) the corrective action to be imposed; and (c) the effective date and length of the disciplinary action.

## **SECTION 8 - TERMINATION AND RE-EMPLOYMENT**

- A. Employment with the City shall be terminated for such reasons as:
1. Discharge.
  2. Resignation.
  3. Layoff.
  4. Three (3) consecutive workdays of absence without prior authorization by the Department Head. (In the event of sickness due to injury, the Department Head shall be notified as soon as possible).
  5. Failure to return to work at the expiration date of an authorized leave of absence.
  6. Inability to perform the duties of the position for which employed and having exhausted all available benefits.
  7. Retires.
- B. If service with the City is broken for any of the reasons previously set forth and an employee is subsequently re-hired by the City, the employee will be treated as a new employee until the employee has worked for five (5) consecutive years after rehiring. The employee will be expected to successfully complete a qualification period. However, after the employee has worked five (5) continuous years on the subsequent rehiring, the employee will be credited for previous time of service for determining employment longevity and vacation.

## **SECTION 9 - RESIGNATION**

- A. In the event an employee must resign a position with the City, the employee will give the Department Head a written notice of resignation at least two (2) weeks in advance of the last day of work. The Department Head shall have the authority to accept the resignation on behalf of the City. A One Hundred Twenty (120) day notice will be expected for Department Heads and Supervisors to be eligible for the sick day conversion to health insurance benefits. Benefit payout provisions (if any) may be reduced or eliminated for employees who fail to provide the proper amount of notice of resignation.
- B. The City hopes that if an employee decides to leave his/her job, it will be under pleasant circumstances. The City requests that each employee discuss the reasons for leaving the City employ with the Department Head.

## **SECTION 10 - OUTSIDE EMPLOYMENT**

- A. NOTICE: When an employee wishes employment in addition to his/her full-time employment with the City, (s)he shall, at least three(3) days prior to the commencement

of such employment, notify the employee's Department Head in writing that the employee wishes to undertake such employment and shall include in said notice the name of the employer, or that the employee is self-employed, the business address of the employer, business telephone number of the employer, and the employee's regular work schedule. If necessary, the City may delay the start of such employment for a reasonable period to ensure that it does not constitute a conflict of interest or impair the employee's efficiency or availability for work. The employee shall notify the employee's Department Head when such employment is completed.

- B. **LIMITATIONS ON OUTSIDE EMPLOYMENT:** In the event such employment constitutes a conflict of interest or interferes with the employee's efficiency or availability for work, or involves the securing of any license or approval from the City of Tomahawk, the City shall give the employee a written notice not to begin or to withdraw from the outside employment, whichever is applicable. The employee, upon receipt of such order, shall terminate the employee's outside employment forthwith.
- C. **REPLY BY EMPLOYEE:** The employee shall make and deliver to the employee's Department Head a written reply to such request indicating that he/she will not begin, or has terminated, such outside employment within twenty-four(24) hours of his/her receipt of the notice from the City.
- D. **EMERGENCIES:** In the event that the Mayor and/or City Council decide that a state of emergency exists, they may unilaterally rescind, for the duration of the emergency, any and all of the outside employment privileges as provided in this section. In the event an emergency exists, the employee agrees to report to work regardless of the fact that he/she may be engaged in gainful part-time employment provided for in this section.
- E. **TERMINATION OF OUTSIDE EMPLOYMENT:** In the event that the Department Head is of the belief that any part-time employment is decreasing the efficiency of an employee by interfering with the employee's availability for duty, he/she may order the employee to terminate the employee's outside employment. The employee, upon receipt of such order, shall terminate the employee's outside employment forthwith.

## **SECTION 11 - PHYSICAL EXAMINATIONS**

Newly hired employees of the City may be required to take a physical examination before commencing employment with the City. If the City determines that an employee working for the City is unable to perform the regular duties of his/her position, the City may require an employee to take a physical examination, at the expense of the City, by a doctor of the City's choosing in order to determine whether the employee is able to perform the regular duties of the employee's position.

## **SECTION 12 - RESIDENCY REQUIREMENT**

All sworn Police and Emergency employees of the City of Tomahawk are expected to reside within seven (7) miles from City Hall in the City of Tomahawk within six (6) months of the date of hire as a regular employee. In the event an employee fails to abide by the requirements of this Section within the six (6) month limitation, the employee shall be considered to have resigned his/her position with the City.

## **SECTION 13 - EMPLOYEE EVALUATIONS**

All employees shall be evaluated by the immediate Supervisor or Department Head on an annual basis in accordance with procedures established by the Common Council. The evaluation process is to be followed in a uniform manner for all employees in order to provide for a proper assessment of performance for each employee. Public works promotion will be in accordance with Appendix F.

## **SECTION 14 - NEPOTISM POLICY**

- A. Department Heads and/or Supervisors are prohibited from hiring a person related to them to work under his/her direct supervision unless authorized and approved by the Common Council. For purposes of this Policy, related persons shall mean mother, father, son, daughter, sister, brother, uncle, aunt, nephew, niece, grandfather, grandmother, mother-in-law, father-in-law, stepdaughter, stepson, stepfather, stepmother.
- B. The husband or wife of a Department Head or Supervisor shall be prohibited from working directly under the supervision of the Department Head or Supervisor's spouse.

## **SECTION 15 - SEXUAL HARASSMENT POLICY**

- A. The City of Tomahawk prohibits any employee from harassing another employee by making repeated or unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature. A violation of this policy occurs if:
  - 1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
  - 2. Submission to or rejection of such conduct by an individual becomes the basis for employment decisions affecting the individual; or
  - 3. Such conduct has the purpose or effect of substantially interfering with the employee's work performance or creating an intimidating or offensive work environment.
- B. If an employee(s) has witnessed or feels he/she has been subjected to any harassment of this nature, the employee should report such an incident to the employee's supervisor or to the Mayor when complaints concern sexual harassment by a supervisor against an employee.

- C. The City of Tomahawk will investigate complaints and take whatever appropriate corrective action may be necessary. Confidentiality will be maintained regarding all allegations of sexual harassment.
- D. See Appendix C for detailed description of sexual harassment and complaint procedure.

## **SECTION 16 - SAFETY AND ACCIDENT PREVENTION**

- A. Each employee has a personal responsibility to keep himself, herself, co-workers, and equipment free from accident. Doing the job safely is as much a part of job performance as technical knowledge, skill or ability.
- B. Employees shall report any unsafe practice and conditions to the Supervisor at once. Delay may result in serious injury.
- C. All injuries must be reported to the Supervisor or Department head immediately! If an employee is injured on the job (or if an employee is a witness to an injury), the employee shall report the incident as soon as possible after taking necessary action to prevent further injury or death. Any employee may be required to make a written or oral report to the City Representative about the incident. The employee should give a complete and truthful report. Supervisors must file a written report on all injuries to the City Clerk's Office within two (2) hours; or the next working day.
- D. Seatbelts: All employees who use City vehicles for work shall be required to use seatbelts while driving the vehicle and shall also use seatbelts on personal vehicles when using personal vehicles for City business. Failure to use seatbelts could result in disciplinary action being taken.
- E. Suggestions from all employees regarding safety are welcomed and encouraged.

## **SECTION 17 - PERSONNEL FILE**

- A. The City shall maintain a personnel file for each employee, which will be in the custody of the City Clerk. The file shall contain a cumulative record of vacation time and sick leave accumulation as well as all such time taken. Each employee shall notify the City Clerk of all changes in address, tax exemption, insurance coverage etc.
- B. Each employee shall have a right to review his personnel file and request copies of documents contained in the file subject to the exemptions provided by law. An employee may request to review the personnel file on two occasions per calendar year.

## **SECTION 18 - GRIEVANCE PROCEDURE**

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

is not acceptable, or when the employee's conduct is detrimental to the interests of the City. Disciplinary action may call for any of four steps – verbal warning, written warning, suspension (with or without pay) or termination of employment – depending on the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed. Certain types of employee problems are serious enough to justify either a suspension or termination of employment without going through progressive discipline steps. The City reserves the right, in its sole discretion, to impose disciplinary action as may be appropriate to the particular circumstances.

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

1. "Employee discipline" includes all levels of progressive discipline, but 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 use of a performance improvement plan or job targets;
  - Demotion, transfer or change in job assignment; or
  - Other personnel actions taken by the employer that are not a form of progressive discipline.
  
2. "Employee termination" 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 other failure to report to work; or
  - Termination of employment due to medical condition, lack of qualification or license, or other inability to perform job duties.
  
3. "Workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same. Any written grievance filed under this policy must contain the following information:
  - The name and position of the employee filing it,
  - A statement of the issue involved,
  - A statement of the relief sought,
  - A detailed explanation of the facts supporting the grievance;
  - The date(s) the event(s) giving rise to the grievance took place,
  - The identity of the policy, procedure or rule that is being challenged;
  - The steps the employee has taken to review the matter, either orally or in writing, with the employee's supervisor; and
  - The employee's signature and the date.

### 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.

1. Step 1 – Written Grievance Filed with the Department Head. The employee must prepare and file a written grievance with the Department Head within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision, if possible, within ten (10) business days of receipt of the grievance. In the event the grievance involves the Department Head, the employee may initially file the grievance with the Mayor, who shall conduct the Step 1 investigation.
2. Step 2 – Review by City Mayor. If the grievance is not settled at Step 1, the employee may appeal the grievance to the City Mayor within five (5) business days of the receipt of the decision of the department head at Step 1. The Mayor 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.
3. Step 3 – Impartial Hearing Officer. If the grievance is not settled at Step 2, the employee may request in writing, within five (5) business days following receipt of the City Mayor's decision, a request for written review by an impartial hearing officer. The City shall select the impartial hearing officer. The hearing officer shall not be a City employee. In all cases, the grievant shall have the burden of proof to support the grievance. The impartial hearing officer will determine whether the City 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.
4. Step 4 – Review by the Governing Body If the grievance is not resolved after Step 3, the employee or the City Mayor 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 employee, the appeal shall be filed with the City Council. The City Council shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The matter will be scheduled for the City Council's next regular meeting. The City Council will inform the employee of its findings and decision in writing within ten (10) business days of the City Council meeting. The City Council 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 must process his/her grievance outside of normal work hours, unless the employee elects to use accrued paid time (vacation, comp time etc.) in order to be paid for time spent processing his/her grievance through the various steps of the grievance procedure.

### **SECTION 19 - TELEPHONE CALLS**

The City telephone system is maintained for the sole purpose of conducting City business. Employees are not authorized to utilize the system for their personal business except in cases of emergency and are requested to discourage friends and relatives from attempting to contact them except in the event of an emergency.

## **SECTION 20 - UNAUTHORIZED SOLICITATION**

Working time is for work. Working time means that time an employee spends in the performance of his/her actual job duties. The City expects its employees to do their job during their working time. Accordingly, solicitations are not permitted by employees for any purpose during working time. Further, an employee may not engage in solicitation of other employees while they are working. Distribution of literature is not permitted for any purpose or at any time in the working areas. Non-employees may not solicit for any purpose or engage in distribution of literature of any kind on the City's premises. Off-duty employees of the City may not solicit or distribute literature in the City's buildings at any time. This section does not apply to union literature.

## **SECTION 21 - JURY DUTY**

When an employee is summoned to render jury service, the employee, upon proof of evidence of time served and compensation received therefore, will be reimbursed for a period up to and including fourteen (14) working days for the difference between jury pay and regular base pay earned in a normal work week excluding any and all premium pay and overtime pay. If an employee is dismissed from jury duty on any given day prior to the end of the employee's regularly scheduled working hours, the employee shall report to work for the balance of the working day. An employee must give reasonable advance notice to the City of the employee's intended absence for jury duty.

## **ARTICLE II - EMPLOYEE BENEFITS**

All regular full-time employees, upon completion of the qualification period, of the City of Tomahawk shall receive the following employee benefits in addition to regular wages as outlined in the provisions of this Employee Handbook.

### **SECTION I - HOSPITALIZATION INSURANCE**

- A. In 2024 the Chief of Police, Sergeant, Director of Public Works, Clerk-Treasurer, Deputy Clerk-Treasurer, and Police Clerk shall pay 10% of the health insurance premium.
- B. If an employee marries, divorces, or otherwise changes family status, the employee must advise the City Clerk within thirty (30) days of the event.
- C. The City reserves the right to change hospitalization insurance carriers with notice to its employees. Each employee shall be responsible for payment of any non-covered expenses that are covered by the provisions of the hospitalization plan in effect. The City retains the final authority to establish, modify, rescind, add or in any way affect employee benefits. The City reserves the right to select the carrier(s) and to determine the Plan benefits, including deductibles, co-pays and other coverages for health and dental insurances. The City reserves the right to change the structure of the benefit plan,

including eligibility, at any time. Specific information concerning the Plan may be found in the appropriate Summary Plan Description which governs all conditions of coverage. The Plan documents are maintained in the business office and provided to employees who enroll in the coverages.

- D. In the event an employee dies, retires or terminates employment with the City, the employee or spouse and family members shall be eligible for continuation in the health plan in accordance with applicable state and federal laws with the employee paying the full cost for the coverage. [See appendix D] An employee shall be considered retired from service with the City of Tomahawk if the employee retires from employment and is not employed full-time elsewhere or is forced to retire due to medical disability and applies for benefits under the State Wisconsin Retirement Fund within sixty (60) days of the date of retirement and is deemed eligible for retirement benefits under the Wisconsin Retirement Fund.
- E. No employee shall make any claim against the City for additional compensation in lieu of, or in addition to, the cost of his/her health insurance coverage because the employee does not qualify for that insurance, or the family plan provided under that insurance.

## **SECTION 2 - DISABILITY/LIFE INSURANCE**

- A. Each employee shall be eligible to select disability insurance coverage or life insurance coverage upon initial employment with the City of Tomahawk. In the event an employee fails to qualify for the selected disability insurance or life insurance, the employee shall not be eligible for any other type of coverage provided by the City. Election of coverage will be documented by completion of the form contain here-in.
- B. This disability/life insurance coverage shall be available for employees who have completed the six (6) month qualification period.
- C. The life insurance benefit provided for by the City shall consist of \$10,000 coverage upon the life of the general employee and \$20,000 for sworn P.D. personnel.
- D. The disability insurance coverage provided by the City shall consist of the following terms and conditions:
  - 1. Coverage under this plan shall begin six (6) weeks after the date of disability. Sick leave and/or vacation time may be used to continue the pay of the employee during this six (6) week period, if available.
  - 2. Coverage shall be limited to 65% of the normal work week wages paid to the employee by the City of Tomahawk.
  - 3. Coverage under this disability plan shall extend for a period of six (6) months after the date of disability. During this six (6) month period, no sick leave shall be charged against the account of the employee and no sick leave shall be earned if an employee is off on disability leave.
  - 4. Upon completion of the six (6) month coverage, the employee may use any

accrued sick leave or vacation in order to continue receiving pay from the City of Tomahawk.

5. The level of coverage provided under this disability plan may change in the event the City obtains alternate disability insurance coverage depending upon coverage available and cost of coverage.
  
- E. No employee shall make any claim against the City for additional compensation in lieu of, or in addition to, the cost of disability/life insurance coverage because the employee does not qualify for such coverage.

### **SECTION 3 - WORKERS' COMPENSATION**

- A. Medical expense and wage loss is covered by provisions of the Workers' Compensation Act if any employee suffers an injury or illness as a result of his employment. Any employment related injury must be reported immediately to the immediate Supervisor or Department Head, but not later than 24 hours after the injury.
  
- B. Employees who are injured on the job may be allowed to return to work to perform the normal duties of their position provided the City receives medical verification that the employee is able to perform all the duties and tasks of the employee's position. If the employee is unable to return to work based on doctor's verification, the employee shall seek disability benefits where appropriate.
  
- C. The City reserves the right to require a further medical verification by a doctor of its own choosing at its own expense to determine whether the employee is able to return to work and fully perform the duties of his/her position.
  
- D. A regular full-time employee who sustains an injury while performing within the scope of his/her employment as provided by Chapter 102 of the Wisconsin Statutes (Workers Compensation) may continue to receive full pay by requesting the City to pay the difference between his/her regular net pay and his/her workers' compensation payments for the period of time of the injury under the following conditions:
  1. The employee must have accrued unused sick leave or vacation benefits to be eligible to receive payments.
  2. If the employee has accrued unused sick leave or vacation benefits, the employee must contact his/her Department Head, in writing, requesting that the City pay the difference between the workers' compensation payments and the employee's regular net pay.
  3. The employee must substantiate, to the City's satisfaction, actual receipt and amount of each workers' compensation payment.
  4. As specified by the employee, the City shall deduct from the employee's accumulated sick leave or vacation benefits the actual time needed to generate sufficient money to make up the difference between the workers' compensation payments and the amount of the employee's regular net pay and make payment in accordance with City payroll procedures.

5. When sick leave benefits and vacation benefits have been exhausted, the employee shall only receive worker's compensation payments.

#### **SECTION 4 - HOLIDAYS**

- A. With the exception of Dispatchers, regular full-time employees who have completed at least a six (6) month qualification period shall be granted the following days off: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, and one floating holiday.
- B. If any of the above mentioned holidays fall on a Sunday, the following Monday shall be deemed the holiday. If the holiday falls on a Saturday, the Friday before shall be declared a holiday.
- C. The floating holiday shall be allowed as time off with pay to be scheduled at the request of the employee and with the prior approval of the employee's immediate Supervisor or Department Head.
- D. Employees may request additional time off without pay to observe religious holidays not covered by the provisions of this Section. This time off without pay to observe religious holidays shall be granted with the prior approval of the employee's immediate Supervisor or Department Head so that the services provided to the residents of the City are not severely hampered.
- E. In order to be eligible for holiday pay, the employee must have worked the regular work day immediately before and the regular work day immediately after the holiday unless excused in advance by the immediate Supervisor or Department Head or on authorized leave with pay. Sick leave is not to be used for the extension of holidays and any employee who abuses sick leave to extend holidays shall be subject to discipline by the City.
- F. Each full-time non-union hourly employee who is required to report for work on a holiday shall receive time and one-half (1 1/2) pay for all hours worked on the holiday in addition to regular holiday pay.
- G. Police Dispatch employees shall receive \$50 in additional pay if they work more than four (4) hours on a recognized holiday in Article II, Section 4(A).

## SECTION 5 - VACATION

- A. Employees shall be eligible for paid vacation in accordance with the following schedule:

1 week paid vacation after 1 year of continuous service  
2 weeks paid vacation after 2 years of continuous service  
3 weeks paid vacation after 7 years of continuous service  
4 weeks paid vacation after 12 years of continuous service  
5 weeks paid vacation after 20 years of continuous service  
6 weeks paid vacation after 30 years of continuous service

Employees shall be eligible for additional vacation weeks on January 1<sup>st</sup> of each year of completion of the required years' service (i.e. third week to be taken in the eighth year of employment when completing eight (8) years of service.)

Police sergeant hired after January 1, 2019 shall follow the vacation schedule listed above.

- B. A vacation week shall be comprised of the normal work week of the employee based on a normal schedule of hours of work for the employee.
- C. Vacation eligibility shall be determined as of the employee's anniversary date of employment. Vacations cannot be carried over from one year to the next except in extenuating circumstances (i.e. long term illness) when the Controlling Committee and the Common Council may allow carryover of vacation in its sole discretion. Police Department employees may, however, carry over vacation for a period of three (3) months beyond December 31 of each year regardless of the employee's anniversary date of employment. Unused vacation days shall be forfeited.
- D. In order to be eligible for vacation, the employee must have worked the regular work day before and the regular work day after a vacation week or days requested unless prior approval for time off is received from the employee's Department Head or the employee is on excused leave (i.e. sick leave, holiday). Sick leave is not to be used for the extension of vacation days and any employee who abuses sick leave to extend vacation days shall be subject to discipline by the City.
- E. Any leaves of absence without pay in excess of thirty (30) days will reduce vacation eligibility during the following year based upon the length of leave of absence.
- F. Vacations shall be scheduled by each Department Head. Employees shall, whenever possible, request vacation time off in advance and in writing. Vacation days and weeks selected by employees shall be subject to final approval by the Department Head. Vacation for Department Heads and Supervisors shall be approved by the Controlling Committee.

- G. Employees shall be allowed to take vacation in less than one-week increments, if prior approval is received from the employees' immediate Supervisor or Department Head.
- H. In the event an employee resigns or retires from employment with the City, any vacation accrued and unused as of the last anniversary date, may be paid out in a lump sum by the City or may be used by the employee as additional vacation days prior to termination.

## **SECTION 6 - SICK LEAVE**

- A. **Benefit and Accumulation.** All other regular full-time employees shall accrue sick leave at a rate of twelve (12) days for each year of completed service up to a maximum of one hundred and twenty (120) days. Regular full-time employees shall be eligible to use sick leave after completion of a six (6) month qualification period.
- B. **Advance Notice.** Sick leave benefits shall begin on the first day of absence and continue until the employee returns to work or has used all his/her accumulated sick leave. Employees who are sick and therefore are unable to report to work or perform their duties shall notify or cause the employee's supervisor, where reasonable, to be notified, that the employee will not be reporting to work, at least sixty (60) minutes or earlier in the case of non-shift employees, or four (4) hours or earlier in the case of shift employees, before the start of the regular work day. Sick leave may be taken in one (1) hour increments.
- C. **Disciplinary Action.** Sick leave is to be used only for personal illness or injury and is not to be used for any other purpose. Sick leave may also be used for care of the employees' immediate family. The City may require a doctor's statement or other evidence of proof of illness including a sick leave explanation form, for any absence. Employees who abuse sick leave benefits are subject to discipline, up to and including immediate dismissal.
- D. **Sickness During Leave.** Employees sick during off days or while on vacation, leave of absence, funeral leave, military leave, jury duty, or holidays may not claim additional compensation and deduction of such days from their sick leave accumulation.
- E. **Retirement.** Upon retirement from employment with the City, all regular full-time employees may use any unused accumulated sick leave, up to a maximum of sixty (60) days, to purchase continued hospitalization insurance coverage under the City plan. At the time of retirement, the unused accumulated sick leave shall be converted to a dollar amount based upon the hourly rate of the employee at the time of retirement and shall be held in escrow by the City and used to pay for monthly insurance premiums until the escrow account is exhausted or the employee dies. In order to be eligible for this benefit, the employee must meet the following conditions:
  - 1. An employee shall be considered retiring from the employment of the City if the employee retires from employment with the City is forced to retire due to medical disability and applies for Wisconsin Retirement Fund benefits within thirty (30) days of the last day of work and is deemed eligible for Wisconsin Retirement Fund

- retirement benefits.
2. The employee does not become employed full-time elsewhere and be eligible for health insurance coverage with the new employer which provides substantially the same health insurance benefits as the City's plan.

## **SECTION 7 - FUNERAL LEAVE**

- A. In the event of a death in the immediate family, each regular employee must notify his/her Department Head immediately. Employees may be excused from work for up to three (3) working days without loss of pay to attend the funeral. One of these days off from work must be used to attend the funeral. If the location of the funeral is more than two hundred (200) miles from the City of Tomahawk, an employee may receive an additional day off with pay upon approval by the Department Head in advance.
- B. Immediate family is defined as the employee's spouse, children, stepchildren, the employee's parents, step-parents, brother or sister, the spouse's parents, and spouse's siblings, son-in-law, daughter-in-law, as well as the grandparents of the employee or the spouse of the employee.
- C. Pallbearer: Employees who are requested to be a pallbearer at a funeral shall be allowed one (1) day of funeral leave for the day of the funeral.

## **SECTION 8 - GENERAL LEAVES**

- A. Employees who have completed the qualification period may be granted unpaid leave of absence not to exceed thirty (30) calendar days upon approval by the employee's Department Head. Leaves of absence may only be granted by the Governing Committee and Common Council. No leave of absence shall be granted for the purpose of accepting employment with another employer.
- B. During a period of a leave of absence without pay in excess of two (2) weeks, no benefits shall accrue to an employee. An employee shall be allowed to participate in the health, disability/life insurance plan if the employee pays the full cost for such participation.
- C. In the event a leave of absence without pay is requested due to the disability of the employee, the Common Council shall determine, in its sole discretion, the length of the leave of absence and the length of time that the City shall hold open the position held by the employee on leave of absence.

## **SECTION 9 - MILITARY LEAVE**

A military leave of absence for attendance at duly ordered military schools or camps for training or because of federal or state declared emergencies shall be considered as an approved employee leave of absence and may be obtained through the immediate Supervisor or Department Head. An employee on approved military leave shall continue to receive fringe

benefits from the City provided the leave does not extend beyond thirty (30) consecutive days.

## **SECTION 10 - DISABILITY, CHILD REARING, FAMILY ILLNESS, AND MEDICAL LEAVE**

- A. Disability leave may be granted to an employee for a designated period of time recommended by a physician.
- B. Disability leave will consist of paid sick leave time followed by unpaid leave time (if necessary). The employee must use all paid sick time, vacation time, and floating holiday time, before any unpaid leave will be granted.
- C. Employees are expected to return to work as soon as physically possible; this determination should be made by a physician.
- D. In the event an employee becomes disabled for any reason, the employee must notify the Department Head of the condition and have the physician fill out a form which indicates the anticipated length of disability, and temporary physical limitations relative to the performance of work duties, and the recommended time for commencement of the disability leave.
- E. Medical leave is available to employees as specified in Appendix C. Employees may be required or permitted to substitute other types of eligible leave, paid or unpaid, granted by the City under other policies, provisions, or agreements for portions of family or medical leave if the applicable terms and conditions specified in Appendix C are met.

## **SECTION 11 - LONGEVITY**

After completion of two (2) years of continuous service with the City on November 15<sup>th</sup>, each eligible regular full-time employee, with the exception of those in the Library Department, shall be entitled to longevity pay on the following basis:

- Between 2 Years and 7 Years of Service: Eighteen Dollars (\$18.00) per year for each year the employee has worked for the City.
- Between 8 Years and 12 Years of Service: Twenty-Eight Dollars (\$28.00) per year for each year the employee has worked for the City.
- Between 13 Years and 20 Years of Service: Thirty-Eight Dollars (\$38.00) per year for each year the employee has worked for the City.
- After 21 Years of Service: Forty-Eight Dollars (\$48.00) per year for each year the employee has worked for the City.

Longevity pay shall be paid in a lump sum to each eligible employee during the pay period that includes November 15<sup>th</sup> of each year.

Example: An employee hired on May 1<sup>st</sup>, 2010 would have 14 years of service on November 15<sup>th</sup>, 2024 and would be paid \$532.00 in Longevity Pay (14 Years X \$38.00 per year = \$532.00).

## **SECTION 12 - RETIREMENT BENEFIT**

Upon successful completion of the six (6) month qualification period, the City will contribute the employer's share of the retirement benefit contribution to the State of Wisconsin Retirement Fund and the employee shall contribute his/her share as determined by the Employee Trust Funds (ETF).

A police employee hired after July 1, 2011 shall contribute his/her share of the WRS retirement benefit contribution on the same basis as general employees as determined by ETF.

## **SECTION 13 - UNIFORMS/SAFETY GLASSES**

- A. Employees of the Street Department, Parks Department and Sewer and Water Utility shall be provided with uniforms by the City. The Police Chief and Sergeant shall receive \$500 per year as a uniform allowance to be paid in accordance with regular City payroll procedures. All employees of the Street Department, Parks Department, and Sewer and Water Utility shall be required, where appropriate, to wear uniforms when performing duties for the City. All other employees shall receive uniforms or uniform allowances if required by separate agreement or at the sole discretion of the Common Council.
  
- B. The City shall provide each employee with one pair of prescription safety glasses for those employees who wear prescription eyeglasses. The City shall replace any prescription safety eyeglasses that are damaged while the employee is performing work for the City. All eye protection must meet OSHA and ANSI Z.87 Standards. Eye protection must be worn at all times when performing work on City property except in the following areas and situations:
  - 1. City Hall
  - 2. Police Department
  - 3. Rest Rooms
  - 4. Locker Rooms
  - 5. Department Offices
  - 6. Traveling in City vehicles
  - 7. Library

Please take note of these areas and situations; they are the exceptions to this policy. When you leave one of these areas you should have your eye protection on. Failure to comply with this policy will result in disciplinary action.

- C. The wearing of safety shoes while performing work on City property is a mandatory condition of employment for all individuals covered by this Handbook excepting those working in or for the Police Department, City Hall and Library. Each employee covered by this Handbook will be entitled to an allowance of \$150.00 toward the purchase for safety shoes with receipt of purchase each year.

**SECTION 14 - EXPENSE REIMBURSEMENT**

- A. In the event an employee is required to travel outside City limits on City business, the employee shall be reimbursed for meal expenses incurred in accordance with the following schedule:

Breakfast - \$10.00 Total  
Lunch - \$10.00 Total  
Dinner - \$15.00 Total

This reimbursement shall include tips. For example: If a breakfast tab comes to \$7.00 and you leave 50 cents tip, reimbursement shall be limited to a maximum of \$7.00. Receipts shall be provided by the employee to be eligible for reimbursement under this provision.

- B. Expenses for non-employees shall only be allowed with prior approval of the Finance Committee for the City.
- C. If an employee/official is in need of a cash advance from the City Treasury to fund an out of town trip for City business, the cash advance request must be first signed by the chairman of the Finance Committee and one other member of the Finance Committee. If the Finance Committee Chairman requires a cash advance, the request for cash advance must be signed by the President of the Council and one other member of the Committee.
- D. Department Heads who have the use of a City vehicle shall be treated in accordance with applicable IRS regulations for compensation and treatment of use of City vehicles for private purposes.
- E. Use of a personal vehicle for City business shall be reimbursed at the applicable rate established by the Internal Revenue Service as the maximum non-taxable amount allowed for this purpose.

**SECTION 15 - PAY DAYS**

- A. Hourly employee shall be paid every Second Friday for work performed through the preceding Sunday. Salaried employees shall be paid every Second Friday for work performed through the preceding Sunday.

- B. Employees shall be required to use timecards to record all hours worked in accordance with the policy directive of the Common Council.

**SECTION 16 - PAY RATES**

- A. The appropriate rates of pay for the positions covered by this Handbook are included in Appendix A attached to this Handbook.
- B. Salaries for regular full-time and regular part-time employees shall be reviewed on an annual basis by the Personnel Committee and any adjustments shall be approved by the Common Council upon recommendation from the Personnel Committee. Salaries for temporary and seasonal employees shall be established by the Common Council upon review and recommendation by the Personnel Committee.
- C. The starting salary for newly hired employees shall be determined by the Personnel Committee and shall be submitted to the Common Council for final approval.

**APPENDIX A 2023 SALARY ORDINANCE**

MAYOR	\$4,000.00 plus \$2,000.00 yearly expenses
ALDERMAN	\$2,200.00

**Clerk’s Office/City Hall**

Clerk-Treasurer	33.08
Deputy Clerk-Treasurer	21.80
Administrative Assistant	15.00
Chief Election Inspectors	11.00
Election Inspectors	10.00

**Public Works**

Director of Public Works	35.00
Crewman III	26.94
Crewman II	24.38
Crewman I	21.83
Summer Laborer – Returning	11.00
Summer Laborer – Starting	10.50

Lead person shall receive \$1.00/hour in addition to the employee’s normal rate of pay. During the absence of a Director of Public Works, the Street Lead and Park Lead shall make \$30.17/hour.

Mechanic shall receive \$0.50/hour in addition to the employee’s normal rate of pay.

**Sewer & Water Utility**

Advanced Operator	28.24
Wastewater Basic	27.60
Water Certified	26.35
Operator in Training	24.83

Head Operator shall receive \$1.00/hour in addition to the employee's normal rate of pay. During the absence of a Director of Public Works, the Water Lead and Sewer Lead shall make \$31.47/hour.

**Senior Center**

Senior Center Staff	15.54
Custodial Staff	11.24

**Multi-Department Employees**

Janitorial Staff	9.94
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**Police Department:**

Chief of Police	43.00
Sergeant	34.98
Dispatcher 1 (after 500 hrs.)	14.50
Dispatcher 2 (after 5 yrs.)	17.77
Police Clerk	27.14
Part-Time Drug Enforcement Officer	24.56

**APPENDIX B DELETED 01/01/94**  
REGARDING HEALTH INSURANCE

## APPENDIX C SEXUAL HARASSMENT

The City of Tomahawk Common Council acknowledges Regulations (45 F.R. 74676) issued by the Equal Employment Opportunity Commission regarding sexual harassment as a violation of Title VII of the Civil Rights Act of 1964 and a violation of Wisconsin Statute Section 111.32(13).

Sexual harassment is a form of employee misconduct which undermines the integrity of the employment relationship. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Sexual harassment does not refer to occasional compliments. It refers to behavior which is not welcome, which is personally offensive, which debilitates morale, and which therefore interferes with the work effectiveness of its victims and their coworkers. Sexual harassment may include actions such as:

1. Sex oriented verbal "kidding" or abuse
2. Subtle pressure for sexual activity
3. Physical contact such as patting, pinching or constant brushing against another's body
4. Demands for sexual favors, accompanied by implied or overt promises of preferential treatment or threats concerning an individual's employment status.
5. Display in the work place of sexually suggestive objects or pictures.

Sexual harassment is a prohibited personnel practice when it results in discrimination for or against an employee on the basis of conduct not related to work performance, such as the taking or refusal to take a personnel action, including promotion of employees who submit to sexual advances or refusal to promote employees who resist or protest sexual overtures.

It is possible for sexual harassment to occur at three levels; among peers or coworkers, between supervisors and subordinates, or imposed by non-employees on employees. Individuals who experience sexual harassment from coworkers or others should make it clear that such behavior is offensive to them and may file a written complaint with their supervisor or the Mayor when complaints concern sexual harassment by a supervisor against an employee.

In fulfilling our obligation to maintain a positive and productive work environment, the City of Tomahawk will make every attempt to halt any harassment of which they become aware by calling attention to this policy or by more direct disciplinary action including suspension, demotion, or removal.

## SEXUAL HARASSMENT COMPLAINT PROCEDURE

**Step 1:** Any complaint shall be presented in writing or orally to the employee's supervisor or the Mayor if the complaints concern sexual harassment by a supervisor against an employee. If the complaint is submitted in writing, it should include the specific nature of the harassment and corresponding dates and also include the name, address and phone number of the complainant. The attached form shall be used for providing a written complaint.

**Step 2:** The Supervisor or Mayor shall thoroughly investigate the complaint, notify the person who has been accused of discriminating conduct, permit a response to the allegation, and arrange a meeting to discuss the complaint with all concerned parties within ten(10) working days after receipt of the written complaint, if deemed appropriate. The complaint officer shall give a written answer to the complainant within fifteen (15) working days after receipt of the written complaint.

**Step 3:** If the complainant is not satisfied with the answer of the supervisor or Mayor, he or she may submit a written appeal to the Mayor or Common Council President indicating with particularity the nature of disagreement with the answer and reason underlying such disagreement. Such appeal must be filed within ten (10) working days after receipt of the supervisor's or Mayor's answer. The Mayor or Common Council President shall arrange a meeting with the complainant and other affected parties, if requested by the complainant, at a mutually agreeable time to discuss the appeal. The Mayor or Common Council President shall give a written answer to the complainant's appeal within ten(10) working days.

**Step 4:** If the complainant is not satisfied with the answer, a complaint may be filed with the Tomahawk Common Council within ten (10) working days after receipt of the Step III answer. The Common Council shall, within twenty (20) working days, conduct a hearing at which the complainant shall be given an opportunity to present the complaint. The Council shall give a written answer to the complaint within ten(10) working days following completion of the hearing.

**CITY OF TOMAHAWK**

**SEXUAL HARASSMENT COMPLAINT FORM**

Employee      Immediate Supervisor

Name \_\_\_\_\_

Position \_\_\_\_\_

Dept. \_\_\_\_\_

1. What happened: (Objectively state details)
  
  
  
  
  
  
  
  
  
  
2. Who was involved? (Include witnesses)
  
  
  
  
  
  
  
  
  
  
3. Where did it take place?
  
  
  
  
  
  
  
  
  
  
4. When did it take place? (Date and time)
  
  
  
  
  
  
  
  
  
  
5. Why do you think this situation constitutes a complaint? (Policy violation, unjust treatment, other management decision).

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX D CONTINUATION COVERAGE

On April 7, 1986, a new Federal law was enacted (Public Law 99-272, Title X) requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the new law. [Both you and your spouse should take time to read this notice carefully]

If you are an employee of the City of Tomahawk covered by our Group Health Plan, you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

If you are the spouse of an employee covered by our Group Health Plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under our Group Health Plan for any of the following four reasons:

1. The death of your spouse
2. A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment
3. Divorce or legal separation from your spouse; or
4. Your spouse becomes eligible for Medicare

In the case of a dependent child of an employee covered by our Group Health Plan, he or she has the right to continuation coverage if group health coverage under our Group Health Plan is lost for any of the following five reasons:

1. The death of a parent
2. The termination of a parent's employment (for reasons other than gross misconduct) or reduction in parent's hours of employment with the City of Tomahawk
3. Parents' divorce or legal separation
4. A parent becomes eligible for Medicare; or
5. The dependent ceases to be a "dependent child" under our Group Health Plan

Under the new law, the employee or a family member has the responsibility to inform the Clerk's Office, of a divorce, legal separation, or a child losing dependent status under our Group Health Plan. The City of Tomahawk has the responsibility to notify the Clerk of the employee's death, termination of employment or reduction in hours, or Medicare eligibility.

When the Clerk is notified that one of these events has happened, he will in turn notify you that you have the right to choose continuation coverage. Under the new law, you have at least 60

days from the date you would lose coverage because of one of the events described above to inform the Clerk that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance will end.

If you choose continuation coverage, the City of Tomahawk, is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The new law requires that you be afforded the opportunity to maintain health coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months. However, the new law also provides that your continuation coverage may be cut short for any of the following five reasons:

1. The City of Tomahawk no longer provides group health coverage to any of its employees
2. The premium for your continuation coverage is not paid
3. You become an employee covered under another group health plan
4. You become eligible for Medicare
5. You were divorced from a covered employee and subsequently remarry and are covered under your new spouse's group health plan.

You do not have to show that you are insurable to choose continuation coverage. However, under the new law, you may have to pay all or part of the premium for your continuation coverage. [The new law also says that, at the end of the 18-month or three-year continuation coverage period, you must be allowed to enroll in an individual conversion health plan provided under our Group Health Plan.]

This new law applies to our Group Health Plan beginning on January 1, 1987. If you have any questions about the new law, please contact the Clerk, City Hall P.O. Box 469 Tomahawk, WI 54487 (715) 453-4040. Also, if you have changed marital status, or you or your spouse have changed addresses, please notify the Clerk.

## DISABILITY/LIFE INSURANCE - ELECTION OF COVERAGE

Upon successful completion of the six (6) month qualification period, I elect one of the coverage's listed below as described in detail in Article II, Section 2 of this manual.

Life Insurance \_\_\_\_\_

Disability Ins. \_\_\_\_\_

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

Return this completed form to the office of the Clerk/Treasurer within fourteen (14) days of employment.

## **APPENDIX E FAMILY AND MEDICAL LEAVE ACT POLICY**

### **Introduction.**

The City's Family and Medical Leave Act Policy is intended to conform to, and not exceed, the requirements of the federal Family and Medical Leave Act of 1993 ("FMLA"), the Wisconsin Family and Medical Leave Act ("WFMLA") and the 2008 Defense Authorization Act and its 2010 amendments. This Policy is intended to comply with applicable laws and does not necessarily incorporate all provisions of such laws directly into the City's personnel policies. This Policy does not repeat every provision of the FMLA's or the WFMLA's statutory or regulatory requirements. Posters summarizing the benefits required to be provided under federal and state law may be found with other employment-related postings. In addition, you may contact management if you have specific questions.

Leave taken under this Policy may be covered by federal law, state law, or both. When leave taken by employees under this Policy is governed by both federal and state law, the more generous provision will control in the event of a conflict. However, when leaves are governed by state or federal law, but not both, the applicable law will control under this Policy. In this regard, you should note that certain leaves may be covered by both state and federal law for only a portion of the leave.

You may be required to provide advance notice and certain information as set forth below to be eligible for leave under this Policy. You may also be required to submit leave requests in writing when circumstances and applicable law permit. Use of other leaves provided by the City for the reasons covered by law, will be treated as use of leave under this Policy whenever applicable law allows.

### **Section 1 - Eligibility Requirements.**

To be eligible for leave under federal law, you must have been employed by the City for at least twelve months, must have worked at least 1,250 hours during the twelve-month period immediately preceding the commencement of the requested leave, and be employed at a worksite where 50 or more employees are employed by the City within a 75-mile radius. To be eligible for leave under state law, you must have been employed for more than 52 consecutive weeks and have been paid for at least 1,000 hours. The kind and amount of leave available to you under this Policy, as well as your rights during leave, depend on whether you meet the above requirements.

### **Section 2 - Types of Leave Available.**

The City provides family and medical leave for eligible employees under the following circumstances:

- (1) For the birth of the eligible employee's child and to care for a newborn child;
- (2) For placement with the eligible employee of a child for adoption or foster care;
- (3) To care for an eligible employee's spouse, domestic partner, child, or parent with a serious health condition.

"Domestic Partner" under this paragraph includes individuals registered as domestic partners under Wisconsin Law and individuals who fulfill the following requirements if you file for leave under the WFMLA:

- Both individuals are at least 18 years old and otherwise competent to enter into a contract;
- Neither individual is married to or in a domestic partnership with another person
- Neither individual is related by blood in a way that would prohibit marriage under Wisconsin Law
- The individuals consider themselves to be members of each other's immediate family
- The individuals agree to be responsible for each other's basic living expenses
- The individuals share a common residence.

"Child" under this paragraph includes a biological, adopted or foster child, a stepchild, legal ward, or a child for whom you have assumed the obligations of a parent and who is either under 18 years of age or unable to care for him or herself due to a physical or mental disability.

"Parent" under this paragraph includes parents of an eligible employee's spouse or domestic partner only if you are requesting leave under the WFMLA.

- (4) Because of a serious health condition that makes the eligible employee unable to perform any of the essential functions of the employee's job.
- (5) Because of a qualifying exigency arising out of the fact that your spouse, son, daughter or parent is on qualified active duty or has been called to qualified active duty.
- (6) Because your spouse, son, daughter, parent or next of kin is a covered service member and you are providing care for the service member with a serious illness or injury sustained while on active duty status.

See management to determine whether your request for leave qualifies under one of the above categories.

### **Section 3 - Certification by Health Care Provider.**

If leave is requested due to your own serious health condition, the serious health condition of your spouse, domestic partner, child or parent, or for military medical leave the City requires that the leave request be supported by certification issued by your health care provider or the health care provider of your spouse, domestic partner, child, parent or next of kin. The City reserves the right to have certified all information permitted by law. A copy of the Medical Certification Form can be obtained from management.

Failure to provide the City with timely and responsive certification from a health care provider within fifteen (15) days of the City's request for certification may result in denial of the leave. If you submit a certification which is insufficient or incomplete, the City will require you to provide a corrected certification within seven days.

The City may require you to recertify the medical condition as allowed by law.

The City may require you to provide a fitness for duty certification prior to returning from a leave for your own serious health condition.

Failure to provide timely certifications may result in denial or delay of the leave.

### **Section 4 - Definition of Serious Health Condition.**

In conjunction with the certification provided by a health care provider, the City reserves the right to determine whether an illness, injury, impairment or physical or mental condition constitutes a serious health condition entitling you to family or medical leave under state or federal law.

In general, a "serious health condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves one of the following:

#### **A. Hospital Care.**

Inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

#### **B. Absence Plus Treatment.**

(1) A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

(a) Treatment two or more times by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider, or by a

provider of health care services (e.g., physical therapist) under orders of or on referral by, a health care provider, or

- (b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

\* Under the WFMLA, leave may also be available for a serious health condition of less than three (3) consecutive days in duration.

#### C. Pregnancy.

Any period of incapacity due to pregnancy, or for prenatal-care.

#### D. Chronic Conditions Requiring Treatments.

A chronic condition which:

- (1) Requires periodic visits (at least every 6 months) for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- (3) May cause episodic rather than continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)

#### E. Permanent/Long-Term Conditions Requiring Supervision.

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. You or your family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's disease, a severe stroke, or the terminal stages of a disease.

#### F. Multiple Treatments (Non-Chronic Conditions).

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy) or kidney disease (dialysis).

## Genetic Information

The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of employees or their family members. In order to comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

As a result, the City will not consider any genetic information that might be supplied in regard to your leave request.

## **Section 5-Amount of Leave Available.**

Under federal law, eligible employees will be allowed up to twelve (12) workweeks of unpaid leave in a twelve (12) month period for:

- (1) the birth or placement of a child for adoption or foster care;
- (2) to care for an employee's covered family member, which does not include domestic partners or the parents of an eligible employee's spouse or domestic partner, suffering from a serious health condition; or
- (3) for the employee's own serious health condition, or for any "qualifying exigency" arising as a result of the employee's child, parent or spouse serving on active military duty in support of contingency operations.

Subject to restrictions under the FMLA, eligible employees will be allowed up to twenty-six (26) workweeks of unpaid leave in a single twelve (12) month period to care for their parent, spouse, child or next of kin who, while on active military duty, sustains a serious injury or illness in the line of duty which renders the service member medically unfit to perform the member's office, grade, rank or rating.

The twelve-month period utilized by the City in applying this Policy is defined as the calendar year.

Under state law, if you meet the State of Wisconsin eligibility requirements spelled out in "Eligibility Requirements" (Section 1), you are entitled to:

- (1) a total of six weeks of leave for the birth of your natural child and/or the placement of a child with you for, or as a precondition to, adoption;

(2) a total of two weeks of leave to care for a covered family member, which includes domestic partners and the parents of an eligible employee's spouse or domestic partner, with a serious health condition; and

(3) a total of two weeks of leave if you cannot perform your employment duties due to a serious health condition as set forth in Section 2.

The City will treat use of family or medical leave under this Policy as simultaneous use of state and federal leave entitlements whenever permitted by law.

### **Section 6 - Manner in Which Leave Can Be Taken.**

Leave available under this Policy may be taken in full, and, under certain circumstances, may also be taken intermittently (e.g., one week at a time) or on a reduced leave schedule (e.g., consecutive hours at a time). See management for details.

### **Section 7 - Compensation During Leave.**

Generally, leave taken under this policy is unpaid. However, for leaves governed exclusively by federal law, you must use the following leaves provided by the City, if available:

- (1) Vacation or personal leave, if available, for any family or medical leave;
- (2) Accrued paid family leave (i.e., paid leave covering the particular circumstances for which the employee is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member, and
- (3) Accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the employee's own serious health condition.

For leaves governed exclusively by federal law, the City reserves the right to require you to use paid leave for leave that would otherwise be unpaid FMLA leave taken under this Policy. However, you may not substitute paid sick leave or paid medical leave for leave taken under this Policy in any situation where the City would not normally provide such paid leave.

For leaves governed by state law, you may substitute paid or unpaid leave, which you have earned and accrued for leave taken under this Policy, if available. The City reserves the right to deny substitution as permitted by law.

For leaves governed exclusively under federal law, to qualify for paid leave, you must comply with all notification and eligibility provisions of the City policy governing the paid leave unless the City specifically waives the provisions. If you fail to follow the policy requirements, you will be granted unpaid leave as required by law.

### **Section 8 - Continuation of Benefits.**

You will remain eligible for group health insurance benefits under the City's group health plan during leave taken under this Policy under the same conditions as coverage would have been provided if you had been actively employed during the entire leave. However, you have the option of choosing not to retain such coverage during family or medical leave if you prefer.

During leave taken under this Policy, the City will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. You are responsible for paying your portion of health insurance premiums regardless of whether your family and medical leave is paid or unpaid. It is your responsibility to make arrangements with management for making premium payments for group health insurance during leaves.

To the extent permitted by law, the City reserves the right to require you to place up to eight weeks' health insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty days late.

Your entitlement to benefits other than group health benefits during a period of family or medical leave is determined by the City's policy regarding provision of such benefits when an employee is on other forms of leave.

### **Section 9 - Accrual of Benefits.**

You will not continue to accrue seniority or any other employment benefit during leave taken under this Policy, except that such benefits shall accrue if you elect to use other leaves provided by the City pursuant to Section 7, above, and if such benefits would normally accrue during such leave.

### **Section 10- Employment Restoration.**

To the extent required by law, when you return from family or medical leave, you will be returned to the same position you held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. This policy does not entitle you to any right, benefit, or position of employment other than those to which you would have been entitled had you not taken leave. The City reserves all rights concerning restoration of employment or denial of same under state or federal law.

### **Section 11 - Required Advance Notice.**

You must provide the City with notice in a reasonable and practicable manner before leave taken under this Policy is to begin, if the need for leave is foreseeable, e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for your own serious health condition

or that of a family member. When requesting partial or intermittent leave in connection with child birth or adoption, you must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practicable due to uncertainty as to when leave will be required to begin, a change in circumstances, or medical emergency, notice must be given as soon as practicable to the City.

You must provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave by submitting a completed FMLA Request form, which can be obtained from management.

When planning medical treatment, you should consult with the City and make a reasonable effort to schedule the leave so as not to unduly disrupt the City's operations, subject to the approval of your health care provider. You are ordinarily expected to consult with the City in order to work out a treatment schedule which best suits your needs, as well as the City's needs.

### **Section 12 -Documents.**

The documents to be completed for Family and Medical Leave are available from the Human Resources Department.

## APPENDIX F CREWMEMBER PROMOTION POLICY

This policy is developed to spell out the necessary skills and knowledge required to advance through the crewmember, I, II, and III positions. The list of skills and knowledge is not all-inclusive and may be adjusted to reflect changes in the public works field. Listed below is the process a crewmember will use to advance through the crewmember positions.

- A. Upon successful completion of the qualification period, when a crewmember feels that they have acquired the necessary skills and knowledge to advance to the next crewmember level, they will advise their supervisor in writing and request a skills and knowledge review.
- B. The crewmember will attach to the letter a skills and knowledge review form to identify the skills and knowledge they feel they possess.
- C. Upon receiving the request for review the supervisor will within thirty (30) days review the skills and knowledge review form with the crewmember and make a recommendation for or against advancement to the Director of Public Works.
- D. The recommendation is against advancement, the review form will be returned to the crewmember with the lacking skills or knowledge clearly marked.
- E. The crewmember will be eligible to reapply for consideration for advancement in ninety (90) days.

Skills, equipment and knowledge items may be added to list by management as necessary. The union may submit items for consideration and approval by management. Management reserves the right to review and adjust the point levels and minimum requirements in each category for Crewmember II and III as it feels it is necessary. Crewmembers must maintain their proficiency in their abilities, skills and knowledge of their respective crewmember classification. The City reserves the right to demote an employee to a lower classification if he/she does not maintain his/her proficiency in a particular classification. The City reserves the right to require an employee to conduct a skills and knowledge review at any time to ensure that the employee is meeting the standards established for his/her classification.

The minimum number of points required to advance to Crewmember II will be 70 with minimum required in each category as shown.

- Large Equipment – 5 operating abilities or 20 points
- Skills – 3 skills or 15 points
- Small Equipment – 5 operating abilities or 10 points
- Education – 3 classes or 12 points

The minimum number of point required to advance to Crewmember III will be 110 with a minimum in each category as shown.

Large Equipment – 7 operating abilities or 28 points

Skills – 5 skills or 25 points

Small Equipment – 7 operating abilities or 14 points

Education – 6 classes or 24 points

A Crewmember III candidate will also need to show ability to set-up and manage projects. This includes the ability to:

Calculate quantities and order materials

Coordinate with other agencies (Digger's Hotline, utilities)

Use personnel effectively and efficiently

Arrange for needed equipment

Close out project (barricades, clean-up, open valves)

**ABILITIES, SKILLS AND KNOWLEDGE SCORING FORM**

**LARGE EQUIPMENT (4 points each)**

- \_\_\_ Excavator
- \_\_\_ Sewer Jet
- \_\_\_ Clam Truck
- \_\_\_ Garbage Truck
- \_\_\_ L60/L70 Loader
- \_\_\_ Street Sweeper
- \_\_\_ Large Snow Blower
- \_\_\_ Dozer/Cat
- \_\_\_ Dump Truck Plow/Wing
- \_\_\_ \_\_\_\_\_
- \_\_\_ \_\_\_\_\_

**SKILLS (5 points each)**

- \_\_\_ Carpentry (Rough)
- \_\_\_ Welding/Torch
- \_\_\_ Finished Wood Working
- \_\_\_ Concrete
- \_\_\_ Mechanical
- \_\_\_ Inspection
- \_\_\_ Asphalt Paving
- \_\_\_ Fabricating
- \_\_\_ Plumbing
- \_\_\_ Setting Grades
- \_\_\_ Electrical
- \_\_\_ HVAC
- \_\_\_ Landscaping
- \_\_\_ \_\_\_\_\_

**SMALL EQUIPMENT (2 points each)**

- \_\_\_ Lawn Mowers
- \_\_\_ Fork Lift
- \_\_\_ Chain Saw
- \_\_\_ Concrete Saw
- \_\_\_ Groomer
- \_\_\_ Dump Truck
- \_\_\_ Brush Chipper
- \_\_\_ Street Painter
- \_\_\_ Tool-Kat
- \_\_\_ \_\_\_\_\_
- \_\_\_ \_\_\_\_\_

**EDUCATION (4 points each)**

- \_\_\_ Competent Person\*
- \_\_\_ Confined Space\*
- \_\_\_ Water Certification
- \_\_\_ Snow Plow Safety
- \_\_\_ Chain Saw Safety
- \_\_\_ First Aid
- \_\_\_ CPR Training
- \_\_\_ Urban Forestry
- \_\_\_ Inspection
- \_\_\_ \_\_\_\_\_
- \_\_\_ \_\_\_\_\_

\*Required Training

## **APPENDIX G**

### **Tomahawk Public Library Personnel Policy Wage and Benefits Handbook**

**Approved by the Tomahawk Public Library Board of Trustees**

**Date: 01-21-2013**

**Amended: 12-15-2014**

**Amended: 12-21-2015**

**Amended: 11-21-2016**

**Amended: 12-18 -2017**

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**Amended: 01-15-2024**

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## **I. Introduction and Recognition**

Under Wisconsin State Statute 43.58 (4), the Library Board is the policy making body of the Tomahawk Public Library. When the policies of the Library Board and the City of Tomahawk conflict, the Library Board policies shall have precedence. City policies shall be in effect where no Library Board policies exist, subject to the decisions of the Library Board. The Library Director is charged with enforcing and interpreting these policies, as well as all applicable laws, ordinances, rules and regulations.

## **II. Non-Discrimination**

The Library does not discriminate in the employment of any staff on the basis of any characteristic protected under state or federal law including, but not limited to, race, color, age, sex, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military services (as defined in § 111.32, Wis. Stats.), sexual orientation, national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the Library's premises during non-working hours, or any other characteristic protected by law in its employment practices.

## **III. Definition of Employees**

This employee Handbook has been prepared for informational purposes only. None of the statements, policies and administrative guidelines, rules or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment express or implied. All of the Library's employees are employed "at-will" and employment is not for any definite period.

Violations of the terms of the employee Handbook, policies, regulations, or guidelines may result in disciplinary action, up to and including termination of employment.

The provisions set forth in this Handbook may be altered, modified, changed, or eliminated at any time by the Library Board. The employee Handbook supersedes any and all previous handbooks, statements, policies and administrative

guidelines, rules or regulations given to employees whether verbal or written. It is each employee's responsibility to read and become familiar with the information and to comply with the policies adopted by the Library Board and the administrative guidelines as well as the rules and regulations contained herein. We recognize that employees are bound to have questions relating to their specific position or responsibilities. You are encouraged to direct any specific inquiries you may have to your immediate supervisor.

**Management Employee:** A management employee is defined as a person hired to fill the position of Director and who regularly works forty (40) hours per week throughout the calendar year, exclusive of paid holidays, vacation, and sick leave.

**Full-Time Employee with benefits:** A full-time employee is defined as a person hired to fill a position and who is scheduled to work thirty (30) hours, or more, per week throughout the calendar year, exclusive of paid holidays, vacation, and sick leave.

**Part-Time Employee with benefits:** A part-time employee is defined as a person hired to fill a position and who is scheduled to work at least twenty-five (25) hours per week throughout the calendar year.

**Part-Time Employee without benefits:** This employee is defined as a person who is hired to fill a part-time position and is scheduled to work less than 25 hours per week.

**Qualification Period:** All employees shall serve a qualification period of two (2) months for benefits and six (6) months for hiring review from the date of hire. During the qualification period, the employee shall receive no fringe benefits, which may include but are not limited to the following: vacation, holidays, and sick leave.

#### **IV. Hours and Overtime**

A. **Hours:** The normal work week shall be determined by the Library Board and shall normally consist of thirty to forty (30-40) hours per week for full-time employees. A thirty or sixty (30 or 60) minute unpaid lunch period and one (1) paid break of twenty (20) minutes each day shall be granted a full-time

employee who works a seven and one-half (7.5) hour day. One (1) paid break of twenty (20) minutes each day shall be granted a part-time employee who works a scheduled workday. If a part-time employee works in excess of a consecutive five (5) hour shift, the part-time employee will receive a thirty or sixty (30 or 60) minute unpaid lunch break. The normal work week for management employees is forty (40) hours per week.

- B. Overtime: The Library Board has the right to require overtime work as necessary to provide services. Employees required to perform work or given permission to work beyond the normal working hours up to forty (40) hours per week shall be paid at the rate of straight time for each hour worked and at the rate of time and one-half (1-1/2) for each hour worked beyond forty (40) hours. All overtime hours must be approved by the Library Director before being worked.

## **V. Job Posting**

- A. Posting Vacancy: In the event a job vacancy occurs, or a new position is created, notice of such vacancy shall be posted for five (5) working days, not counting the first day. During this time employees may apply for such job. Employees on a leave of absence shall be notified of job posting by a verified method and shall respond within five (5) working days by a verifiable method. Existing position vacancies will be posted internally and/or externally by the Library Director to allow qualified applicants to apply.
- B. Qualification: To apply for a vacancy, the employee must have the qualifications for the job.
- C. Filling Vacancy: The Library Board reserves the right to hire the most qualified candidate in the filling of any vacancy. The employee filling a vacancy shall serve a two (2) month qualification period.
- D. Nothing in this Personnel Policy shall prevent the Library Board from temporarily filling a job vacancy for up to six (6) months.

## **VI. Layoffs**

When the Board decides to lay off employees, it shall act in what it determines to be in the best interest of the Library. Laid off employees may apply for vacant positions.

Furloughs: The Tomahawk Library Board may institute a furlough program to reduce library costs when it deems it necessary to do so.

List of Employees: The Library Director shall maintain a current list of employees. This list shall be available for inspection at reasonable hours upon request of an employee. When an employee who is currently working in a part-time position moves to a full-time position, or when a full-time employee moves to a part-time position, that employee shall keep their experience and all accumulated benefits from their hire date with the Tomahawk Public Library. This will apply to all new employees or current employees who change positions.

If a full-time employee should leave their position to fill a part time position:  
On the transition date the employee's accrued vacation will be determined based on hours worked as a full-time employee. The employee must use those hours as vacation within (1) one year. Vacation hours will not be carried over from year to year. With the Library Director's approval, the employee may use the accrued vacation before starting their new position. This employee will have part-time benefits (if applicable) starting on their transition date based on their experience and guidelines set under this Personnel Policy.

If a part-time employee should leave their position to fill a full-time position:  
On the transition date the employee's accrued vacation will be determined based on hours worked as a part-time employee (if applicable). The employee must use those hours as vacation within (1) one year. Vacation hours will not be carried over from year to year. With the Library Director's approval, the employee may use the accrued vacation before starting their new position. This employee will have full time benefits starting on their transition date based on their seniority and guidelines set under this Personnel Policy.

If a full-time employee leaves their position to fill a part-time position or if a part-time employee leaves their position to fill a full time position, their accrued sick leave will be carried over, but will fall under the guidelines of this Personnel Policy.

## **VII. Grievance Procedure**

### **Policy Statement:**

This policy is intended to comply with Section 66.0509(1m), Wis. Stats. and provides a grievance procedure addressing issues concerning workplace safety, discipline, and termination.

It is the Library's policy to treat all employees fairly and equitably. An employee has the right to bring a grievance to the Library's attention without fear of reprisal. Filing a grievance will not reflect unfavorably on an employee's loyalty or adversely affect an employee's employment status.

### **Definitions:**

1. A grievance shall mean a dispute regarding the application of Library policies pertaining to an employee's discipline or termination of employment, or a dispute concerning workplace safety. No grievance shall be processed under this policy unless it is in writing and contains all of the following:
  - A. The name and position of the grievant;
  - B. A statement of the grievance;
  - C. The issue involved;
  - D. The relief sought;
  - E. The date the incident or alleged violation took place;
  - F. The specific provision of the Employee Handbook/Library Policy or workplace safety rule alleged to have been violated; and
  - G. The signature of the grievant and the date.
2. The term "days" means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee is scheduled to work. The time limits within which an action is to be taken under this Grievance Procedure shall be computed by excluding the first day and including the last day.
3. A "grievant" is an employee as defined by state statutes governing this Grievance Procedure. At the grievant's cost and request, he/she may be represented by a person of his/her choice.

4. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under federal or state law, or Library Policy related to: safety of the physical work environment; safe operation of workplace equipment and tools; provision of protective equipment; training and warning requirements; workplace violence; and accident risk.
5. "Discipline" means oral reprimands (where a written record of the reprimand is placed in the employee's file), written reprimands, suspension, and demotion. Discipline does not include performance reviews, work plans or corrective actions that do not include a reprimand or other adverse employment action.
6. "Termination" means discharge from employment. Layoffs (reduction in force) are not considered terminations and are not subject to this procedure.

**Procedures:**

**Step 1**

Within ten (10) days after the facts upon which the grievance is based or should have reasonably become known, the employee shall present the written grievance to the Library Director or his/her designee. After receipt of the written grievance, the Library Director or his/her designee, will meet with the grievant in an effort to resolve the issue(s) raised by the grievance. Within ten (10) days after the meeting, the Library Director or his/her designee shall respond to the grievance in writing, with a copy to the Library Board of Trustees. The Library Director or his/her designee shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this Grievance Procedure and otherwise properly processed as required by this Grievance Procedure. If the Library Director or his/her designee is aware of other similar pending grievances, he/she may consolidate those matters and process them as one grievance.

An employee who has been notified of termination may process the grievance commencing at Step 2.

**Step 2**

If the grievance is not satisfactorily resolved at Step 1, the grievance may be appealed within ten (10) days after the grievant receives the Step 1 response. The grievant shall submit a written statement specifically describing the reason(s) for the appeal. If the decision at Step 1 is based, in whole or in part, on the basis of timeliness, scope of this Grievance Procedure or other failure of the grievant to properly follow this Grievance Procedure, the matter shall be referred to the Library Board who shall determine whether the matter should be processed further. If the Step 1 decision addresses only the merits of the grievance, the grievance will be referred to an Impartial Hearing Officer (IHO). The IHO will be designated by the Library Board. Any costs incurred by the IHO will be paid by the Library. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The burden of proof shall be "a preponderance of the evidence". In termination and discipline cases, the Library shall have the burden. In workplace safety cases, the employee shall have the burden. The IHO may request oral or written arguments and replies. The IHO shall provide the parties with a written decision.

The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no power to add to, subtract from or modify the terms of the Employee Handbook/Library Policy or rule that forms the basis for the grievance.

### Step 3

Either party may appeal an adverse determination at Step 2 to the Library Board by filing written notice to the Library Director or his/her designee within ten (10) days of receipt of the decision of the IHO. The Library Board shall, within thirty (30) days after submission of the appeal, schedule the review of the IHO's decision. The review will be conducted by the Library Board during a closed session meeting unless an open session is requested by the employee. The Library Board may make its decision based on the written decision of the IHO or the Library Board may examine any records, evidence and testimony produced at the hearing before the IHO. A majority vote of those members of the Library Board present shall decide the appeal within twenty (20) days following the last session scheduled for review.

The Library Board will issue a final written decision which shall be binding on all parties.

**Timelines:**

Failure to process a grievance by the grievant within the time limits, or agreed upon extensions, shall constitute waiver of the grievance and the grievance will be considered dismissed and resolved on the basis of the Library's last answer. Failure of a Library representative to meet the time limits applicable to responding to the grievance shall constitute a denial of the grievance and applicable time limits for advancing the grievance shall apply. To encourage that grievances are addressed in a prompt manner the time limits set by this Grievance Procedure are intended to be strictly observed and may not be extended except in extreme circumstances and then only upon the express written consent of all parties.

**Exclusive Remedy:**

This procedure constitutes the exclusive process for the redress of any employee grievances as defined herein. However, nothing in this Grievance Procedure shall prevent any employee from addressing concerns regarding matters not subject to the Grievance Procedure with the administration and employees are encouraged to do so. Matters not subject to the Grievance Procedure that are raised by employees shall be considered by Library representatives who have final authority, subject to any applicable Library policy or directive, to resolve the matter.

**VIII. Jury Duty**

When an employee is summoned to render jury service, the employee, upon proof of time served and compensation received, will be reimbursed for a period up to and including fourteen (14) working days for the difference between jury pay and his regular base pay earned in a normal work week, excluding any and all premium and overtime pay. If an employee is dismissed from jury duty on any given day prior to the end of the employee's regularly scheduled working hours, the employee shall report to work for the balance of the working day. An employee must give reasonable advance notice (a week after receiving the letter) and a copy of the letter to the Library Director of the employee's intended absence for jury duty.

## IX. Insurance

- A. Health Insurance: Effective January 1, 2018, the Library will pay ninety percent (90%) of the premium for health insurance coverage for single and family plans offered to management and regular full-time employees. The Library Board will determine on a yearly basis the percentage amount that the Library will pay for health insurance coverage for single and family plans offered to management and regular full-time employees.
- B. Each management and full-time employee will be responsible for the deductible amount and the difference in premium applicable to each employee and/or family member.
- C. Participation in the current health insurance plan is available on the starting date for management and after the two (2) month qualification period for full-time employees.
- D. Change in carrier:  
The Library reserves the right to change hospitalization insurance carriers without notice to its employees. Each employee shall be responsible for payment of any non-covered expenses that are covered by the provisions of the hospitalization plan in effect. The Library retains the final authority to establish, modify, rescind, add or in any way affect employee benefits. The Library reserves the right to select a carrier(s) and to determine the plan benefits including deductibles, co-pays and other coverages for health and dental insurances. The Library reserves the right to change the structure of the benefit plan, including eligibility at any time. Specific information concerning the plan may be found in the appropriate summary plan description which governs all conditions of coverage. The plan documents are maintained in the business office and provided to employees who enroll in the coverages.
- E. No claim: No employee shall make any claim against the Library for additional compensation in lieu of, or in addition to the cost of his/her health insurance coverage because he/she does not qualify for the family plan coverage.

- F. Change in Status: If an employee marries divorces or otherwise changes family status, the employee shall advise the Library within thirty (30) days of the event. In the event an employee dies, retires or terminates employment with the Library, the employee or spouse and family members, shall be eligible for continuation in the health insurance plan in effect in accordance with applicable state and federal laws with the employee or family member paying the full cost for the coverage. An employee shall be considered retired from the Library's employment if the employee retires from employment and is not employed full-time elsewhere or is forced to retire due to a medical disability and applies for benefits under the State of Wisconsin Retirement System within sixty (60) days of the date of retirement and is deemed eligible for retirement benefits provided under the System.

#### **X. Disability/Life Insurance**

- A. Disability/Life Insurance: Management and full-time employees shall be eligible to select disability insurance coverage at no cost under plans provided by the City of Tomahawk. In the event an employee fails to qualify for the selected disability or life insurance plan, the employee shall not be eligible, nor be entitled, to any other type of coverage. This disability/life insurance coverage shall be available for management and full-time employees who have completed the two (2) month qualification period.
- B. Life Insurance: The life insurance benefit provided by the City of Tomahawk shall consist of \$10,000.00 coverage on the life of the employee.
- C. Disability Insurance: The disability insurance coverage provided by the City of Tomahawk shall consist of the following terms and conditions:
  - 1. Coverage shall begin six (6) weeks after the date of disability. If available, sick leave and/or vacation time may be used to continue the pay of the employee during this six (6) week period.
  - 2. Coverage shall be limited to sixty-five percent (65%) of the normal work week wages paid to the employee by the Library.

3. Coverage shall extend for a period of six (6) months after the date of disability. During this six (6) month period, no sick leave shall be charged against the account of the employee and no sick leave shall be earned if an employee is off work on disability leave.
  4. Upon completion of the six (6) month coverage, the employee may use any accrued sick leave or vacation in order to continue receiving pay from the Library.
  5. The level of coverage provided under this disability plan may change in the event the City of Tomahawk obtains alternate disability insurance coverage, depending upon the coverage available and the cost of the coverage.
- D. No-Claim: No employee shall make any claim against the Library for additional compensation in lieu of, or in addition to, the cost of disability/life insurance coverage because the employee does not qualify for such coverage.

## **XI. Worker's Compensation**

- A. A management or full-time employee who sustains an injury while performing within the scope of his/her employment as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation) may continue to receive full pay by requesting the Library Board to pay the difference between his/her regular net pay and his Worker's Compensation payments for the period of the time of injury under the following conditions:
1. The employee must have accrued unused sick leave or vacation benefits to be eligible to receive payments. However, only the specific time needed to convert sick leave or vacation benefits to make up the difference between regular net pay and Worker's Compensation pay shall be deducted from the employee's sick leave or vacation bank.
  2. If the employee has accrued unused sick leave or vacation benefits, the employee must contact the Library Director, in writing, requesting that the City pay the difference between the Worker's compensation benefits and the employee's regular pay.

3. The employee must substantiate, to the Library Board's satisfaction, actual receipt, and amount of each Worker's Compensation payment.
  4. The Library Board shall deduct from accumulated sick leave or vacation benefits the actual time needed to generate sufficient money to make up the difference between the Worker's compensation payments and the amount of the employee's regular net pay and make payment in accordance with payroll procedures.
  5. When sick leave benefits and vacation benefits have been exhausted, the employee shall only receive Worker's Compensation payments.
- B. Medical expense and wage loss is covered by provisions of the Workmen's Compensation Act if any employee suffers an injury or illness as a result of his/her employment. Any employment related injury must be reported immediately to the Library Director, but not later than 24 hours after the injury.
- C. Employees who are injured on the job may be allowed to return to work to perform the normal duties of their position provided the Library Director receives medical verification that the employee is able to perform all the duties and tasks of the employee's position. If the employee is unable to return to work based on doctor's verification, the employee shall seek disability benefits where appropriate.
- D. The Library Board reserves the right to require a further medical verification by a doctor of its own choosing at its own expense to determine whether the employee is able to return to work and fully perform the duties of his/her position.

## **XII. Holidays**

Holidays: All holidays will be computed at the employee's regular rate of pay.

- A. Management Employees: Management employees shall be granted eight (8) hours off with pay for each of the following holidays:

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

All management employees shall receive one (1) floating holiday, to be used upon the Library Director's approval, in addition to the above-enumerated holidays.

- B. Full-Time Employees: full-time employees shall be granted pay using prorated hours based upon average weekly hours for each of the following holidays:

New Year's Day	Labor Day	Christmas Day
Good Friday Day	Thanksgiving Day	New Year's Eve Day
Memorial Day	Day after Thanksgiving	
Independence Day	Christmas Eve Day	

- C. Part-time employees with benefits: part-time employees with benefits shall be granted pay using prorated hours based upon average weekly hours for each of the following holidays:

New Year's Day	Memorial Day	Thanksgiving Day
Labor Day	Independence Day	Christmas Day

- D. Vacation Time: If a holiday falls during the employee's vacation, the employee shall use the applicable holiday pay in lieu of vacation hours.
- E. Weekend Holiday: If a holiday falls on a Saturday or Sunday, the paid holiday shall be observed on the preceding week.
- F. Eligibility: To be eligible for holiday pay, an employee must work the regularly scheduled workday before and after the holiday unless excused by the Library Director.
- G. Layoff: Employees who are on layoff are not eligible for holiday pay for those holidays occurring during the period of layoff.

**XIII. Vacation**

- A. Management Employees shall be entitled to vacation benefits determined annually by the Library Board.
- B. Vacation Eligibility – Employees shall be eligible for vacation on January 1st of each year following completion of the required years’ service in that position, job and/or classification. Vacation schedule example: third week to be taken in the eighth (8) year of employment after completing seven (7) years of service. Except, for the first vacation, which will be determined and given with reference to their anniversary date.
- C. Full-time employees shall be entitled to annual vacation benefits, prorated based upon actual hours worked, as follows:

<b>Vacation Benefit</b>	<b>After Completion Of:</b>
1 Week (prorated hours)	1 Year
2 Weeks (prorated hours)	2 Years
3 Weeks (prorated hours)	7 Years
4 Weeks (prorated hours)	15 Years
5 Weeks (prorated hours)	20 Years
6 Weeks (prorated hours)	30 Years
<b><i>A week of vacation is defined as prorated based upon actual hours worked.</i></b>	

- D. Part-time employees with shall be eligible for the following vacation, prorated based upon actual hours worked, as follows:

<b>Vacation Benefit</b>	<b>After Completion Of:</b>
1 Week (prorated hours)	1 Year
2 Weeks (prorated hours)	3 Years
3 Weeks (prorated hours)	7 Years
4 Weeks (prorated hours)	15 Years
<b><i>A week of vacation is defined as prorated based upon actual hours worked.</i></b>	

- E. No Carryover: Vacation shall not be carried over from year to year except in extenuating circumstances (e.g. long term illness) which would be approved by the Library Board. Unused vacation days shall be forfeited.
- F. Severance: In the event an employee resigns or retires from employment with the Library Board, any vacation accrued and unused as of the last anniversary date, shall not be paid out in a lump sum by the Library Board but may be used by the employee as additional paid days off prior to termination.
- G. Scheduling: The Library Director shall schedule the vacations. Requests for vacation will be granted within a job classification or employment status in the order of receipt with earliest request given preference.
- H. Leave of absence: Any leaves of absence without pay in excess of thirty (30) days will reduce vacation eligibility during the following year based upon the length of the leave of absence.
- I. Increment: Employees shall be allowed to take vacation in less than one week increments if prior approval is received from the Library Director.
- J. No Waiver: An employee may not waive a vacation and take vacation pay in lieu of vacation.

#### **XIV. Sick Leave**

- A. Benefit and Accumulation: Each management and full-time employee shall receive fifteen (15) days of sick leave (120 hours) for each year of employment and such leave shall accumulate to ninety days (720 hours). Employees shall be eligible to use sick leave after completion of the first two (2) months of the qualification period. An employee may draw upon his/her sick leave allowance when due to illness, injury, or medical appointments. Sick leave may also be used for care of the employees' immediate family (immediate family is defined as spouse, domestic partner, child, stepchild, parent, step-parent, sibling, or any others at the discretion of the Library Director or Library Board).

- B. Part-time employees with benefits: Sick leave is prorated based on actual hours worked for each year of employment and such leave shall accumulate up to twenty days (100 hours). Part-time employees with benefits shall be eligible to use sick leave after completion of the first two (2) months of the qualification period.
- C. Advance Notice: Sick leave benefits shall begin on the first day of absence and continue until the employee returns to work or has used all his/her accumulated sick leave. Employees who are sick and therefore are unable to report to work or perform their duties shall notify the Library Director, or Assistant Director, at least one hundred and twenty (120) minutes before the start of the regular workday. Sick leave may be taken in fifteen (15) minute increments.
- D. Disciplinary Action: Sick leave is to be used for personal illness, injury, or medical appointments and is not to be used for any other purpose. Sick leave may also be used for care of the employees' immediate family (immediate family is defined as spouse, domestic partner, child, stepchild, parent, stepparent, sibling, or any others at the discretion of the Library Director or Library Board). The Library Director may require a doctor's statement or other evidence of proof of illness including a sick leave explanation form, for any absence. Employees who abuse sick leave benefits are subject to immediate dismissal.
- E. Sickness during Leave: Employees sick during off days or while on vacation, leave of absence, funeral leave, military leave, jury duty, or holidays may not claim additional compensation and deduction of such days from their sick leave accumulation.
- F. Retirement: Upon retirement from the Library, unused sick leave to a maximum of 60 days will be credited to the employee on the basis of his/her current salary and may only be used to purchase prepaid health insurance. At the time of retirement, the unused accumulated sick leave shall be converted to a dollar amount based upon the hourly rate an employee was receiving at the time of retirement and shall be held in escrow by the Library and used to pay monthly premiums until the escrow

account is exhausted, or the employee dies. In order to be eligible for this benefit, an employee must meet the following conditions:

1. An employee shall be considered retiring from the employment of the Library if the employee retires from employment with the Library, or is forced to retire due to medical disability, and applies for Wisconsin Retirement System benefits within thirty (30) days of the last day of work and is deemed eligible for Wisconsin Retirement System benefits.
2. The employee does not become employed on a full-time basis elsewhere.
3. The employee is not eligible for health insurance coverage with a new employer.

#### **XV. Funeral Leave**

- A. In the event of death in the extended family, each management, full-time and part-time employee with benefits shall be granted funeral leave with pay to attend the funeral. Three (3) days paid leave, the day before, the day of burial, and day after the burial, shall be granted. One (1) additional consecutive day with pay shall be given if internment takes place outside a radius of two hundred (200) miles of the City of Tomahawk. Each employee will be granted one (1) day funeral leave with pay to attend the funeral of an uncle or aunt of the employee.
- B. Extended Family: For the purpose of this Article, “extended family” is defined as the employee’s spouse, domestic partner, children, stepchildren, parents, stepparents, parent-in-law, siblings, step-sibling, siblings-in-law, children-in-law, grandparents, spouse’s grandparents, or any others at the discretion of the Library Director or Library Board.

#### **XVI. Retirement Benefit**

The Library will follow the guidelines designated under the 2011 Wisconsin Act 10. Upon successful completion of the two (2) month qualification period, the Library will contribute the employer’s share of the retirement benefit

contribution to the State of Wisconsin Retirement System and the employee shall contribute his/her share as determined by the Employee Trust Funds (ETF).

## **XVII. Leaves of Absence**

- A. Personal Leave: An employee who has completed the two (2) month qualification period, upon written application, may in sole discretion of the Library Director, be granted a leave of absence for personal reasons not to exceed thirty (30) days. The Library Director shall not be obligated to continue contribution for health insurance coverage in effect during any month(s) of personal leave. The employee shall be allowed to participate in the health/disability/life insurance plan if the employee pays the full cost for such premiums. Such personal leave shall be without pay.
  
- B. During a period of a leave of absence without pay in excess of two (2) weeks, no benefits shall accrue to an employee. An employee shall be allowed to participate in the health, disability/life insurance plan if the employee pays the full cost for such participation.
  
- C. Medical Leave: Employees shall be granted a medical leave of absence without pay upon presentation of satisfactory demonstration that they are medically unable to perform available work with the Library. Such leave shall be in no greater than thirty (30) day increments with extensions of thirty (30) days, unless otherwise specified by the Library. Employees shall, at the request of the Library, submit additional medical documentation to support the basis for the leave and any extensions thereof. The total length of such leave shall not exceed one (1) year. The employee may return from such leave upon submission of satisfactory proof that he/she is medically able to perform available work. The Library may request the employee to undergo an independent medical examination during the leave or at its conclusion at the Library Board's expense. The employee may, at their option, elect to use earned and accumulated sick leave and accrued vacation to provide income maintenance during said leave. The Library Board shall continue contributions toward health insurance premiums during such time that the employee is receiving compensation, i.e., paid sick leave or paid vacation leave. If said leave is unpaid, the employee shall pay the full cost of the premiums for such coverage if they elect to continue

under the insurance plan. This Article shall not conflict with the employees' rights as set forth under the State and Federal Family Leave Act (FMLA).

### **XVIII. Military Leave**

A military leave of absence for attendance at duly ordered military school or camps for training or because of federal or state declared emergencies shall be considered as an approved employee leave of absence and may be obtained through the Library Board. An employee on approved military leave shall continue to receive fringe benefits for a maximum of thirty (30) consecutive calendar days. An employee taking military leave shall provide a copy of their orders to the Library Board upon request.

### **XIX. Travel Expense**

- A. In the event an employee is required to travel outside City limits on Library business, the employee shall be reimbursed for meal expenses, taxes and tip incurred in accordance with the current state rate.
- B. Expenses for non-employees shall only be allowed with prior approval of the Finance Committee for the Library Board.
- C. If an employee/official is in need of a cash advance from the Library to fund an out of town trip for Library business, the cash advance request must be signed by the President or Vice President of the Library Board and one other member of the Finance Committee.
- D. Department Heads who have the use of a City vehicle shall be treated in accordance with applicable IRS regulations for compensation and treatment of use of City vehicles for private purposes.
- E. Use of a personal vehicle for Library business shall be reimbursed at the applicable rate established by the Internal Revenue Service as the maximum non-taxable amount allowed for this purpose.

## **XX. Wages**

Wages are determined annually by the Library Board.

Wages for 2024 – Starting January 1, 2024

### **Management:**

Library Director: \$54,329.60 /\$26.12 per hour

Assistant Library Director: \$ 44,969.60 /\$21.62 per hour

### **Regular Full-Time Employees:**

Cataloger - Youth Librarian: \$20.29/ per hour

Starting Wage: \$20.00/per hour

Circulation Clerk II – Outreach: \$15.50/per hour

Starting Wage: \$15.00/per hour

### **Regular Part-Time Employee with benefits:**

Circulation Clerk II – Promotional: \$13.00/per hour

Starting Wage: \$13.00/per hour

### **Part-Time Employee without benefits:**

Circulation Clerk II – Interlibrary Loan: \$15.23/ per hour

Starting Wage: \$14.00/ per hour

Circulation Clerk I: \$13.44/ per hour

Starting Wage: \$13.00/ per hour

Shelvers:

Wage: \$11.00/per hour

Approved by Library Board 05/15/2023

## RECEIPT FOR EMPLOYEE HANDBOOK

The City of Tomahawk Employee Handbook describes important information about the City of Tomahawk. I acknowledge that I have received a copy of the City of Tomahawk's Employee Handbook. I understand that I should consult my immediate supervisor if I have any questions that are not answered in the Handbook.

I understand and acknowledge that there may be future changes to the information, policies and benefits in this Handbook. I also understand that the City of Tomahawk may add new policies to the Employee Handbook as well as replace, change or cancel existing policies. I further understand that no one can make verbal/oral modifications to this Handbook nor can it be modified by practice. I understand that Handbook changes can only be authorized in writing by the City Council.

I understand and acknowledge that the City Handbook is not a contract of employment or legal document. I understand and acknowledge that the Handbook does not alter my employment status nor guarantee employment for any definite period of time. I have received the City Handbook and I understand that it is my responsibility to read and follow the policies contained in this Handbook and any changes made to it.

Dated this \_\_\_\_ day of \_\_\_\_\_.

Employee Signature \_\_\_\_\_

Received in the office of the City Clerk for the City of Tomahawk on \_\_\_\_\_.

\_\_\_\_\_  
Clerk/Treasurer, City of Tomahawk