



# **Personnel and Policy Manual Town of Cross Plains**

Adopted February 15, 2010

# PERSONAL AND POLICY MANUAL TOWN OF CROSS PLAINS

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## PERSONNEL AND POLICY MANUAL FOR THE TOWN OF CROSS PLAINS

### 1. INTRODUCTION

These policies apply only to the employees (paid workers) of the Town of Cross Plains. Wisconsin State Statutes define the duties and rights of elected and appointed officials. Where applicable, Federal and State laws and regulations also apply, and supersede these policies in specific cases where differences occur. This document is **not a contract of employment**, either expressed or implied, and does not create any contractual rights of any duration between the Town and its employees. Any intent to create an employment contract must be documented in a separate contract between the Town and the employee and formally approved by the Town Board. Employees can terminate their employment whenever they wish just as the Town may terminate any employee at any time for any reason, with or without cause, except as provided otherwise by the terms of this document. This is known as **employment at will**.

This manual is intended to be a guide in understanding of the rules and regulations of the Town. It is intended to clarify our policies to minimize misunderstandings as to the expectations the Town has for its employees, and to assist the Town management in its goal to treat all employees fairly.

It is obviously not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question, thus the Town reserves the ability to modify, revoke, supplement, suspend, rescind, and or change any or all of its policies and procedures. While the Town will attempt to give advance notice of the changes, there may be occasions when rules or policies are changed without notice. The Town Board reserves the right at any time, to change the terms, conditions, and policies as set forth in this manual as it determines appropriate in its governmental discretion. No employee, elected or appointed officer, or agent of the Town has the authority to waive the policies and rules set forth herein, or to bind the Town to any oral or written employment contract, unless expressly authorized by formal action by the Town Board.

#### TYPES OF POSITIONS

- **Permanent Full-time:** a position, permanent in nature of job functions and activities that requires 2,080 hours in town employment status per year.
- **Permanent Part-time:** a position, permanent in nature of job functions and activities that requires less than 2,080 hours in town employment status per year.
- **Seasonal:** a position wherein work activities are of a recurring but seasonal nature and limited to 1,000 hours per year.
- **Limited Term:** temporary employment limited to 600 hours in any calendar year.
- **Contractual:** a position established by the Town for a specific purpose and a fixed duration defined by contractual agreement approved by the Town Board.

## **2. CODE OF ETHICS, TCP Ord. 100.3**

All Town of Cross Plains employees shall follow the Code of Ethics adopted by the Town Board as authorized in Section 19.59 of the Wisconsin Statutes. The Code requires all employees to avoid situations in which their individual personal interests conflict with those of the Town and the residents of the Town of Cross Plains. The Code of Ethics is intended to prevent possible conflicts of interest in public office, improve the standards of public service, and promote and strengthen the faith and confidence of the people of the Town of Cross Plains in their government. The Town recognizes that all codes of employee ethics and conduct must be related to an individual's every day work environment and can only be effective when supplemented by the use of employee common sense and discretion. Responsibility and accountability for recognizing and avoiding all conflict of interest situations, whether actual or apparent, remain with the employee. (See Addendum H)

## **3. EQUAL EMPLOYMENT OPPORTUNITY**

In compliance with the Wisconsin Fair Employment Act of 2007, the Town does not discriminate against any employee because of race, color, creed, sex, age, religion, sexual orientation or national origin. This policy applies to hiring, job placement, discipline and subsequent changes in employment status. Employment applications are used to judge the experience, training, and aptitude of possible employees, and therefore, all statements on the employment application are subject to investigation and review. Any false or misleading information given in the employment application will disqualify any applicant for a future job, or if already hired and working, may result in discharge for falsification of the application.

### **I-9 FORM: EMPLOYMENT ELIGIBILITY VERIFICATION FORM**

First required by the Immigration Reform and Control Act (IRCA) of 1986, the I-9 Form verifies the eligibility of an employee to work legally in the United States. It is against the law for any employer to knowingly hire employees who are not authorized to work in the United States. As part of the employment eligibility verification process, on the first day of employment, individuals must provide proof that they are U.S. citizens or nationals, lawful permanent residents, or people otherwise authorized to be employed in the United States.

Within three days of hire, every new employee must show their employer documentation that establishes both proof of their identity and proof of their eligibility to work in the United States.

The I-9 Form must be completed for every new employee, regardless of their national origin or whether or not the employee is a U.S. citizen. Under IRCA, if an employer fails to verify the identity and employment authorization of a new employee, by completing the I-9 Form, the employer has violated federal immigration law.

#### **4. GENERAL CONDUCT**

All employees shall be courteous and efficient in the performance of their duties.

Employees are expected to establish and maintain harmonious and effective working relationships with other employees and supervisors. A friendliness and willingness to help should be exhibited during telephone calls, in letters, and in person-to-person conversation, while at the same time being as brief and concise as possible. In addition, employees should always strive to reduce costs of supplies and services in every practical manner, and to be as careful with public property as with their own.

Employees of the Town shall not use Town property or equipment for their private use or for any other use other than that which serves the public interest. The Town stresses that employees use common sense and honesty in ensuring that Town property, facilities and equipment are not used for personal gain or advantage.

Whenever illness or other emergencies prevent you from coming to work, contact your supervisor before (or at) your normal working start time. Employees who are repeatedly absent or tardy will be subject to disciplinary action.

An employee of the Town of Cross Plains whose job requires a Commercial Drivers' License (CDL) is required to notify their supervisor of any traffic violation for which they are cited which would affect the status of their CDL. Notification must be within five days. In addition this employee must comply with the Town's insurance policies regarding drug testing and reports of traffic accidents.

#### **5. STANDARDS AND EXPECTATIONS FOR THE WORKPLACE**

The Town believes in maintaining safe and healthy working conditions for our employees. However, to achieve our goal of providing a safe workplace, each employee must be safety conscious. We have established the following policies and procedures that allow us to provide safe and healthy working conditions. We expect each employee to follow these policies and procedures, to act safely, and to report unsafe conditions to his or her supervisor in a timely manner.

##### **HARASSMENT**

The Town will not tolerate harassment or intimidation of our employees on any basis prohibited by law, including race, color, sex, age, religion, national origin, handicap, disability, marital status, or veteran status. Moreover, any suggestions made to any employee that sexual favors will affect any term or condition of employment with the Town will not be tolerated. It is the policy of the Town that any harassment, including acts creating a hostile work environment or any other discriminatory acts directed against our employees, will result in discipline, up to and including discharge. The Town also will not tolerate any such harassment of our employees by citizens or vendors.

For purposes of this policy, sexual harassment is defined as any type of sexually-oriented

conduct, whether intentional or not, that is unwelcome and has the purpose or effect of creating a work environment that is hostile, offensive or coercive. The following are examples of conduct that, depending upon the circumstances, may constitute sexual harassment:

- Unwelcome sexual jokes, language, epithets, advances or propositions;
- Written or oral abuse of a sexual nature, sexually degrading or vulgar words to describe an individual;
- The display of sexually suggestive objects, pictures, posters or cartoons;
- Unwelcome comments about an individual's body;
- Asking questions about sexual conduct;
- Unwelcome touching, leering, whistling, brushing against the body, or suggestive, insulting or obscene comments or gestures;
- Demanding sexual favors in exchange for favorable reviews, assignments, promotions, or continued employment, or promises of the same.

Employees are directed to bring any violation of this policy to the immediate attention of their supervisor or the Town Chair. Any employee who violates this policy or knowingly retaliates against an employee reporting or complaining of a violation of this policy shall be subject to immediate disciplinary action, up to and including termination. Complaints brought under this policy will be promptly investigated and handled with due regard for the privacy and respect of all involved. See TCP "Complaint Policy" Ordinance.

### **SAFETY**

The Town is responsible for providing required safety equipment to Town employees and the Town Chair is responsible for arranging instruction in the proper use of such equipment. It is the responsibility of the employee to use proper safety equipment as specified for identified work tasks. If employees identify or anticipate the need for additional safety equipment, or if any equipment becomes unserviceable, the Town Chair will be notified.

### **REPORTING UNSAFE CONDITIONS OR PRACTICES**

Employees are expected to continually be on the lookout for unsafe working conditions or practices. If you observe an unsafe condition, you should warn others, if possible, and report that condition to your supervisor immediately. If you have a question regarding the safety of your workplace and practices, ask your supervisor for clarification.

If you observe a coworker using an unsafe practice, you are expected to mention this to the coworker and to your supervisor. Likewise, if a coworker brings to your attention an unsafe practice you may be using, please thank the coworker and make any necessary adjustments to what you are doing. Safety at work is a team effort.

### **MAINTAINING A SAFE WORKSITE**

We expect employees to establish and maintain a safe worksite. This includes but is not limited to the following applications:

- Maintaining proper fall-protection systems.
- Building and maintaining walkways, handrails, and guardrails.
- Properly lifting and lowering heavy objects.
- Inspecting tools and equipment for defects before use.
- Keeping walkways clear of debris.
- Construction and use of safe scaffolding.
- Inspecting, cleaning, and properly storing tools and equipment after use.
- Following established safety rules.

#### **USING SAFETY EQUIPMENT**

Where needed, the Town provides its employees with appropriate safety equipment and devices. You are required to use the equipment provided in the manner designated as proper and safe by the manufacturer. Failure to properly use safety equipment may lead to disciplinary action, up to and including termination.

If you require safety equipment that has not been provided, contact your supervisor before performing the job duty for which you need the safety equipment.

#### **HAZARD COMMUNICATIONS**

If you believe that you are dealing with a hazardous material and lack the appropriate information and/or safety equipment, contact your supervisor immediately.

#### **CARE OF EQUIPMENT AND SUPPLIES**

All employees are expected to take care of all equipment and supplies provided to them. You are responsible for maintaining this material in proper working condition and for promptly reporting any unsafe or improper functioning of this material to your supervisor.

Neglect, theft, and/or destruction of the Town's materials are grounds for disciplinary action, up to and including termination.

#### **SMOKING AT THE WORKPLACE**

The Town's policy is to provide smoke-free environments for our employees and the general public. Smoking of any kind is prohibited inside our office, Town vehicles and on worksites. Employees may smoke on scheduled breaks or during meal times, as long as they do so outside the worksite or office.

#### **VIOLENCE AND WEAPONS**

The Town believes in maintaining a safe and healthy workplace, in part by promoting open, friendly, and supportive working relationships among all employees. Violence or threats of violence have no place in our workplace. Employees are strictly prohibited from bringing any weapons, including knives, pistols, rifles, stun guns, Mace, etc., to the worksite or office. Neither threats of violence nor fighting will be tolerated. Furthermore, if you have a problem that is creating stress or otherwise making you agitated, you are encouraged to discuss it with your supervisor.



You are expected to immediately report to your supervisor any violation of this policy. Any employee found threatening another employee, fighting, and/or carrying weapons to the worksite will be subject to disciplinary action, up to and including termination.

### **DRUG-FREE WORKPLACE**

The Town does not tolerate the presence of illegal drugs or the illegal use of legal drugs in our workplace. The use, possession, distribution, or sale of controlled substances such as drugs or alcohol, or being under the influence of such controlled substances is strictly prohibited while on duty, while in the workplace or worksites, or while operating the Town's equipment or vehicles. The use of illegal drugs as well as the illegal use of legal drugs is a threat to us all because it promotes problems with safety. If you need to take a prescription drug that affects your ability to perform your job duties, you are required to discuss possible accommodations with your supervisor. Violation of this policy will result in disciplinary action, up to and including termination.

Prior to employment, each potential employee may be asked to undergo a drug test. The Town may also require employees to take random drug tests during their employment with the Town. A positive result on any such drug test is grounds for immediate termination.

Your receipt of this policy statement and signature on the manual acknowledgment form signify your agreement to comply with this policy.

Any employee who is convicted of violating criminal drug statutes must notify the Town Chair of that conviction within five days of the conviction. Failure to do so may lead to disciplinary action.

### **APPEARANCE AND DRESS**

To present a business-like, professional image to our customers and the public, all employees are required to wear appropriate clothing on the job. By necessity, the dress standards for the office are somewhat different than for jobsites.

- For the office, casual dress is appropriate. Employees should be neatly groomed and clothes should be clean and in good repair. Leisure clothes such as cut-offs or halter tops are not acceptable attire for the business office.
- For jobsites, employees are expected to wear work clothes appropriate for work to be done. Employees should be sensitive to the location and context of their work and should be ready to adjust their dress if the circumstances so warrant. Employees at a jobsite should wear clothing that protects their safety (steel-toed shoes, for example) and wear clothing in such a way as to be safe (e.g., shirts tucked in when working around machinery).

### **SOLICITATION AND DISTRIBUTION**

For the safety, convenience, and protection of all employees, the Town has adopted the following rules concerning solicitation and the distribution of materials:

- The Town prohibits solicitation and distribution of non-Town related materials on Town property or at Town jobsites at all times.

### **PERSONAL CALLS, VISITS, AND BUSINESS**

The Town expects the full attention of its employees while they are working. Although employees may occasionally have to take care of personal matters during the workday, employees should try to conduct such personal business either before or after the workday or during breaks or meal periods. Regardless of when any personal call is made, it should be kept short.

Employees should also limit incoming personal calls, visits, or personal transactions. The Town's phones should be available to serve the public. A pattern of excessive personal phone calls, personal visits, and/or private business dealings is not acceptable and may lead to disciplinary action.

### **INSPECTION OF PERSONAL AND TOWN PROPERTY**

Town employees may only use Town property and equipment in accordance with Town policy. While employees may decorate their office workspaces with their personal possessions (such as pictures, plants, and the like), employees must remember that property supplied by the Town remains the property of the Town. The Town reserves the right to search any Town property (e.g., personal computers, desks, lockers, or other storage areas) at any time. See "Code of Ethics", Addendum A, page 2 "Use of Public Property"

### **NETWORK AND ELECTRONIC RESOURCES POLICY**

Network and electronic resources, such as computers, other hardware, software, e-mail, landline and cellular telephones, fax machines and internet access, are tools that the Town provides its employees to assist them in their work. These network and electronic resources and related access systems subject to review or access by the Town at any time.

All employees who use the Town's network and electronic resources must follow the guidelines below:

- Use network and electronic resources for Town business purposes only.
- Messages and communications sent via the Town's network and electronic resources are subject to open records requests and may be used in legal proceedings. Please consider this before sending any confidential messages or material via the Network and electronic resources.
- E-Mail is not a substitute for face-to-face communication. If you have a conflict with someone or need to discuss an important issue, it should be handled in person or over the telephone if a meeting is not possible.
- Remember that all of the Town's policies, including but not limited to policies on Equal Employment Opportunity, Harassment, Confidentiality, Personal Conduct and Rules of Conduct, apply to the use of the Town's network and electronic resources. Employees must not review or forward sexually explicit, profane or otherwise unprofessional or unlawful material through the Town's network and electronic resources.
- Passwords protecting the use of the Town's network and electronic resources are the Town's property and will be assigned to employees as needed. Employees may not change passwords without the consent of the Chair. Employees must notify the Chair

of all passwords and encryption keys assigned to or used by them, and must notify the Chair of any changes to such passwords or encryption keys.

- Do not install any software or program on any Town computer or other hardware without the express consent of your supervisor or the Town Chair.
- The Town expressly prohibits the unauthorized use, installation, copying or distribution of copyrighted, trademarked or patented material.
- Employees must not attempt to override or evade any program or measure installed by the Town to protect the security or limit the use of its Network and Electronic Resources.

The Town retains the right to review all communications conducted and data saved, reviewed or accessed via the Town's network and electronic resources, including Town computers, e-mail and internet access. Inappropriate use of network and electronic resources may result in discipline, up to and including discharge. Employees should be careful to safeguard their passwords, log off their terminals when not in use and not permit others to access Town systems.

## **6. WHISTLEBLOWER POLICY**

The underlying purpose of this policy is to support the Town's goal to adhere to all laws and regulations that apply to the Town and to protect any employee who makes a good faith disclosure of suspected wrongful conduct.

### **WRONGFUL CONDUCT**

Wrongful conduct is defined in this policy to include:

- A violation of applicable ordinance, state and/or federal law
- The use of town property, resources or authority for personal gain or other non-town-related purpose.
- The above definitions are not intended to be an exclusive listing of improper conduct encompassed by this policy.

### **GOOD FAITH**

A good faith report is defined to be an allegation of wrongful conduct made by an employee who believes that wrongful conduct may have occurred. However, an allegation is NOT in good faith if it is made with reckless disregard for or willful ignorance of facts that would disprove the allegation.

### **NO RETALIATION**

- An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy, or practice to the attention of the Town and provides the Town with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to employees that comply with this requirement.
- The Town of Cross Plains will not retaliate against an employee who in good faith, has made a protest or raised a complaint against some practice of the Town of Cross Plains, or of another individual or entity with whom the Town of Cross Plains has a business relationship, on the basis of a reasonable belief that the practice is in

violation of law, or a clear mandate of public policy. The Town will not retaliate against employees who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of the Town of Cross Plains that the employee reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

- Any employee who retaliates against anyone who has reported wrongful conduct in good faith is subject to discipline up to and including termination of employment or removal from their appointment as applicable. This protection from retaliation is not intended to prohibit supervisors from taking action, including disciplinary action in the usual scope of their duties and based on valid performance-related factors. This policy is intended to encourage and enable employees to raise serious concerns prior to seeking resolution outside the Town.

### **REPORTING WRONGFUL CONDUCT**

It is the responsibility of all employees to comply with the Code of Ethics and the Policy Manual and to report violations or suspected violations in accordance with this Whistleblower Policy. Wrongful conduct should be reported a Town Board Supervisor. Any member of the Board to whom a report of wrongful conduct is made must immediately advise one additional Town Supervisor of such report of wrongful conduct.

### **CONFIDENTIALITY**

Reports of suspected wrongful conduct may be submitted on a confidential basis by the employee or may be submitted anonymously. Confidentiality will be maintained to the extent possible, consistent with the need to conduct an adequate investigation. Should disciplinary or legal action be taken against a person or persons as a result of a whistleblower complaint, such persons may also have a right to know the identity of the whistleblower.

### **TERMINATION**

Any investigation required will be conducted without regard to the suspected wrongdoer's position, length of service or relationship to the Town. If an investigation results in a recommendation to terminate an individual the recommendation will be reviewed for approval by the Town's legal counsel.

## **7. GROUNDS FOR DISCIPLINARY ACTION**

Committing any of the following identified acts will result in disciplinary action ranging from reprimand to immediate discharge, depending upon the seriousness of the offense and/or the number of infractions. In all cases the Town considers discipline as a corrective action necessary to the overall improvement of Town operation.

Depending on the severity or frequency of the disciplinary problems, a verbal or written reprimand, suspension without pay, disciplinary probation, or discharge may be necessary. It is within the Board's sole discretion to select the appropriate disciplinary action to be taken. Notwithstanding the availability of the various disciplinary options, the Board reserves the right to discharge an employee at its discretion, with or without

notice.

The following is not a complete list of offenses for which an employee may be subject to discipline, but it is illustrative of those offenses that may result in immediate discipline, up to and including dismissal, for a single offense:

- Excessive absenteeism or tardiness.
- Falsifying records or giving false information to other agencies or private organizations or to employees responsible for record keeping.
- Horseplay, including but, not limited to practical jokes, pushing, running or throwing objects.
- Possession of or use of alcoholic beverages or controlled substances while on town time or property, or arriving for work while under the influence of alcohol or drugs. Town employees taking prescription drugs shall report such use to their supervisor and obtain the supervisor's approval prior to the operation of town equipment. The supervisor may adjust job duties where necessary during the use of prescription drugs.
- Illegal manufacture, distribution, dispensation, sale, possession, or use of illegal drugs or unprescribed controlled substances.
- Reporting for work with illegal drugs or unprescribed controlled substances in your body.
- Possession of weapons, firearms, ammunition, explosives, or fireworks on Town property.
- Failure to report accidents or injuries including traffic accidents. Failure to promptly report a workplace injury or accident involving any of the Town's employees, equipment, or property.
- Failure to observe all safety rules and practices, including the use of protection equipment and clothing or in the operation of vehicles and equipment.
- Speeding or reckless driving on Town business.
- Commission of a crime, or other conduct which may damage the reputation of the Town.
- Threatening, intimidating, interfering with, or using abusive language towards others.
- Stealing, misappropriating, or intentionally damaging property belonging to the Town or its employees.
- Intentionally misappropriating funds.
- Unauthorized use of town property, equipment or supplies.
- Neglecting job duties or responsibilities.
- Loafing, loitering, sleeping or engaging in unauthorized personal business during working hours
- Leaving the place of duty during a work shift without permission of a supervisor.
- Threatening, attempting or inflicting bodily injury.
- Failure to observe no smoking regulations.
- Making false or malicious statements concerning other employees or citizens.
- Unclean or inappropriate dress or grooming.
- Insubordination, including disobedience, failure or refusal of written or oral instructions of supervisory authority, or failure to carry out work assignments.

- Violation of the Town's Equal Employment Opportunity Policy, Whistleblower Policy or its Harassment Policy.
- Interference with the work performance of other employees.
- Failure to cooperate with an internal investigation, including, but not limited to, investigations of violations of these work rules.
- Disclosure of confidential information and/or records.
- Violating any of the general conduct rules.

## 8. TERMINATION OF EMPLOYMENT

- **Resignation/Retirement:** Resignation or retirement is a voluntary termination freely made by an employee for any reason he/she chooses. The resignation or retirement should be submitted in writing to the Town Board. The employee must normally give at least two weeks notice, but the Town Board may waive or reduce the notice requirement or enter into a mutual agreement regarding termination terms.
- **Reduction in Force:** If work load or financial considerations require termination of a filled position, the incumbent employee will be given at least two weeks notice. Normally part-time employees and then full-time employees with lesser seniority would be subject to force reduction actions in that order. Employees separated by force reduction are entitled to a separation allowance equivalent to one week of pay.
- **Unsatisfactory Performance/Misconduct:** Unsatisfactory performance can include misconduct or the failure of an employee to meet performance standards, complete tasks in a timely or competent way, or maintain an adequate attendance record. Before termination for unsatisfactory performance may be made final, the employee must be counseled (to include specific information on what he/she must do to meet minimum standards) and given a reasonable time to make the required improvement. If performance continues to be unsatisfactory, the employee may be terminated.
- **Dismissal for misconduct:** Dismissal for misconduct can be immediate and includes such items as reporting for work while under the influence of alcohol, use of alcohol or drugs on premises or during work hours, theft or abuse of Town property, failure to follow employee safety procedures, falsifying time sheets, and disregard for other Town policies.
- **Town Property:** All Town property under the responsibility of the employee, including keys, tools, and safety equipment, must be returned or satisfactorily accounted for prior to issue of the final paycheck. Should an employee fail to return or satisfactorily account for Town property, the value may be deducted from the final paycheck.

## 9. MISCELLANEOUS

**Appeals -Grievances - Variances** – only the Town Board may grant any appeal grievance or variation of the regulations in this manual.

Any grievance that a Town employee has should be submitted in writing to the Town Board. The Town Board should take prompt action on such grievances and will notify the employee of any action to be taken in response to their request.

Political Activity - No employee is precluded from engaging in political activity provided that such activity does not occur within normal working hours and does not involve the use of Town equipment or property. **Employees are specifically prohibited from directly or indirectly supporting or opposing any candidate for public office during work hours.**

Any employee who can satisfactorily show that he/she cannot vote during his/her off duty hours shall be allowed adequate time off with pay to cast his/her ballot in all legally constituted elections.

Exit Interviews - Exit interviews are encouraged for employees leaving employment to enhance communication on work activities, allow for meaningful suggestions and ensure the return of Town property.

#### **PROBATIONARY PERIOD**

All newly hired employees shall serve a probationary period of six months of continuous service, or a length of time deemed appropriate and approved by the Town Board. The probationary period may be extended by the Town Board for additional ninety days probation to evaluate abilities for seasonal duties for employees with seasonal tasks, and for any supervisory positions. During any probationary period, the employee shall not attain any seniority rights and shall be subject to dismissal at the sole discretion of the Town Board.

### **10. WORKING AND COMPENSATION**

#### **EMPLOYMENT ON AN AT-WILL BASIS**

All employees of the Town, regardless of their classification or position, are employed on an at-will basis. This means that each employee's employment is terminable at the will of the employee or the Town at any time, with or without cause and with or without notice. No officer, agent, representative, or employee of the Town has any authority to enter into any agreement with any employee or applicant for employment on other than an at-will basis. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of the Town shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis.

#### **ATTENDANCE AND REPORTING TO WORK**

Employees are expected to report to work on time at the scheduled start of the workday. Reporting to work on time means being ready to start work, not just arriving at work, at the scheduled starting time.

Excessive absenteeism and/or tardiness will lead to disciplinary action, up to and

including termination. The determination of excessive absenteeism will be made at the discretion of the Board. Absence from work for three consecutive days without properly notifying a supervisor will be considered a voluntary resignation. After two days' absence, employees may be required to provide documentation from their physician to support an injury- or illness-related absence, and to ensure that the employee may safely return to work.

If an absence from the job for an approved reason (e.g., paid time off or a leave of absence) is expected, notify a supervisor of the upcoming absence as far in advance as possible. If an unexpected need to be absent from or late to work arises, a supervisor must be notified by the employee prior to the start of the scheduled workday that they will be late or absent and provide the reason for that absence or tardiness. If a supervisor is not available, contact the Clerk prior to the start of the scheduled workday. Leave a phone number so that a supervisor can return the call. Failure to properly contact the Town will result in an unexcused absence for disciplinary purposes. Attendance records are a part of an employee's overall performance rating. Attendance may be included during performance reviews and may be considered for other disciplinary action up to and including termination.

Where possible, medical and dental appointments should be scheduled around assigned work hours; otherwise, they may be considered absences without pay. If an appointment cannot be scheduled before or after a shift, a supervisor must be contacted to make special arrangements.

### **WORKDAY HOURS AND SCHEDULING**

The regularly scheduled workday for the office is determined by the Clerk. The usual expected workday at jobsites is 7:00 a.m. to 3:30 p.m. The hours of each employee's work schedule are specified in the specific job description for that job. These start and end times are only guidelines, however, and employees are required to be present for work during the workday established for them by their supervisors or by the Board.

Particularly at jobsites, this regular schedule may vary depending on such factors as weather or materials supply. In case of unplanned conditions, such as bad weather, that may force a schedule change at the last minute, employees should contact their supervisor or call the office directly.

Employees are entitled to a paid 15 minute break for every four hours worked. For lunch or meals, Town policy is:

- Field employee meals will be 30 minutes.
- The meal period is unpaid.
- All employees are required to take a lunch break and no employee is authorized, without prior supervisory approval, to perform work during the lunch period.

"Flex Time" is hereby defined as: Flexibility of work hours, starting time, ending time, and number of hours worked each day within the expected and defined work week for



that employee. The Town of Cross Plains grants the supervisor the authority to allow "flex-time" on a case-by-case basis.

#### **TIME SHEETS/PAYDAY**

There are twelve pay periods per year. Each pay period is one calendar month in duration. Paychecks are available on the first working day following the end of a pay period. When paydays fall on a holiday employees shall receive their paycheck on the workday following the holiday. If an employee is on vacation or leave of absence on a scheduled payday, his/her pay shall be mailed to him/her upon request.

All hourly employees are required to keep a time sheet, except for Road Maintenance personnel who are in addition required to punch a time clock. On the time sheet, the time spent on each job (i.e., road maintenance, shop work) for each day worked must be correctly recorded. The Town will provide employees with a time sheet for reporting their hours. The employee is the only person authorized to record their time.

Completed time sheets are due in the Clerk's office as soon as possible at the end of each month. Checks will not be issued until a completed time sheet has been received by the Clerk.

#### **PAY PERIOD AND PAYDAY**

The Town issues paychecks the first of each month for full-time Road Maintenance employees. All other employees are paid monthly after Board approval. Elected Town Officers, Construction Inspectors and the Hall Coordinator are paid quarterly.

#### **OVERTIME**

Hourly employees will receive overtime pay at a rate of one-and-one-half times their regular hourly rate for all hours worked in excess of 40 in a workweek. For the purposes of this policy, a work week is defined as Sunday through Saturday. Occasionally it may be necessary for an employee to work beyond his/her normal workday hours. Overtime pay is paid only when work is scheduled, approved, and made known to you in advance by your supervisor. An employee shall not work overtime without the prior approval of his/her supervisor.

#### **PAID HOLIDAYS**

Each permanent full-time employee shall be granted the following paid holidays:

|                                 |                     |
|---------------------------------|---------------------|
| New Year's Day                  | Labor Day           |
| Martin Luther King, Jr. Holiday | Thanksgiving Day    |
| Memorial Day                    | Christmas Day       |
| July 4th                        | 2 floating holidays |

- If any of the above listed holidays shall fall on a Saturday, the employee will be given the preceding Friday off. If any of the above listed holidays shall fall on a Sunday, the Monday following shall be declared the holiday.
- Part-time employees who work less than 1,040 hours per year do not receive paid holidays. Seasonal and limited term employees are not entitled to paid holidays.
- To be eligible for holiday pay, the employee must work his/her regular schedule of hours on the day immediately before and the day immediately after the holiday, unless authorized for sick leave, vacation, or with the supervisor's approval.
- Employees, required to work on a holiday, shall be compensated at the rate of twice their hourly rate of pay for hours worked in lieu of any other holiday pay.
- If a paid holiday falls within an employee's vacation period, the holiday will not be counted as a vacation day.
- Part-time employees are not eligible for holiday pay.

#### **REIMBURSEMENT FOR TRAVEL**

Any employee who is required to travel in his/her personally owned vehicle in the course and discharge of his/her official duties will be reimbursed at the rate established by Town Ordinance, provided that such employee travel has been authorized by the supervisor or Town Board in advance of the travel and a written request for reimbursement has been submitted to the Clerk. Reimbursement for travel is to be submitted for mileage from the town hall, to and from the point of assigned work. The Town will pay mileage reimbursements at the end of each pay period, upon receipt of the employee's mileage record.

#### **BUSINESS EXPENSES**

The Town will reimburse employees for typical business expenses such as certain pre-approved job-related training, supplies or materials. In order to be reimbursed for job-related supplies or materials, employees must deliver a receipt for the supplies or materials to the Clerk's office within 7 days of the purchase. Employees may also turn in such receipts by attaching them to the employee's time sheet for the pay period in which the employee made the purchase.

### **11. BENEFITS**

#### **HEALTH INSURANCE**

The Town of Cross Plains has chosen to provide group health coverage for full-time employees through the State of Wisconsin contract. Enrollment or changes in coverage will be dictated by the terms of the State contract. The premium, up to a maximum amount to be determined by the Board, will be paid by the Town. It will be effective beginning no longer than thirty days after beginning employment.

An employee, who retires from Town employment, shall be allowed to remain in the group HMO insurance plan, as allowed by the State program. The employee shall be solely responsible to pay the full premium for coverage following the date of retirement.

### **WORKER'S COMPENSATION**

The State Workers Compensation Program covers all town employees and officials. The program provides medical and financial benefits for individuals who, in the performance of duties related to their work, become temporarily or permanently disabled, or die as a result of a job-related injury or disease. Coverage is automatically extended to all eligible Town employees or officials and requires no financial contribution on their part. However, it is each individual's responsibility to immediately report all injuries and illnesses occurring on Town property or while performing duties on behalf of the Town must be reported promptly to the Town Chair as quickly as possible. In the absence of the Town Chair, the Town Clerk should be notified.

In the event of a delay in processing the Worker's Compensation claim, the Town will continue to issue the employee's regular paycheck provided that the employee shall sign a waiver stating that he/she shall endorse and return the Worker's compensation check to the Town immediately upon its receipt.

### **WISCONSIN RETIREMENT FUND**

All employees, whose position meets minimum eligibility requirement as established by the Wisconsin Retirement System (WRS), are placed under the WRS immediately upon employment. The Town pays 100% of the employee share of the contribution.

The Wisconsin Retirement System specifies retirement age for general employees. Any change in the eligibility criteria applicable to the Wisconsin Retirement System shall automatically apply to Town employees and shall supersede any conflicting provision in this section.

### **SOCIAL SECURITY FUND**

All employees are covered by the Federal Social Security System immediately upon employment. Rates are as set by the Federal Government.

## **12. TIME OFF**

### **FAMILY AND MEDICAL LEAVE**

While the Town is not subject to the provisions of the Wisconsin and Federal Family and Medical Leave Acts, it is the intent of the Town to provide for medical and/or family leave to meet the needs described in these Acts. Family leave may be taken for the birth of a child, or the placement of a child through adoption or foster care. Medical leave is available to employees to care for a child, spouse, partner, or parent. Medical leave may also be used by an employee who is unable to perform his/her duties due to their own serious health condition. The Town may require an employee to provide documentation, such as a doctor's certification of illness or disability, supporting the employee's need for a leave of absence, and the Town may periodically require the employee to provide such supporting documentation on basis during the leave of absence. Prior to or upon an employee's return to work from a leave of absence, the Town may also require the employee to provide documentation establishing the employee's ability to return to work. Application for family or medical leave should be presented to the Town Chair with as

much advance notice as possible.

- Leaves of absence without pay, The Town may, at its discretion, grant an employee a leave of absence without pay when sufficient personal reasons necessitate such a leave. The leave must be approved by the Town Board and will only be considered after an employee has completed his/her probationary period, providing such employee does not accept employment elsewhere. Leaves of absence without pay may be granted to employees to extend their annual vacation, provided the leave of absence shall not exceed fifteen working days. An employee to whom a leave of absence has been granted shall be entitled at the expiration of the time stated on such leave, to be reinstated to the position in which he/she was employed at the time the leave was granted. All approvals for leaves of absence shall be in writing.
- Leaves of absence with pay may be granted to permanent full-time employees if such leave is determined to be in the Town's best interest. Such leave may be granted for the purpose of attending professional conferences, training, institutes and visits to other municipalities to further the employee's knowledge related to his/her position. Leaves with pay of eight (8) hours or less may be approved by the supervisor. Leaves for greater than eight (8) hours in duration must be approved by the Town Board.
- Military leave of absence shall be automatically granted to any employee who is called or volunteers for military service and such employees shall be reinstated to his/her former job at the expiration of his/her military service under and pursuant to the provisions of Section 45.50 of the Wisconsin Statutes and Title 38 of the United States Code provided that he or she complies with the requirements of said statutes. Employees may use accrued paid time off during a military leave of absence, but are not required to do so.
- Maternity - Employees requiring a leave of absence for pregnancy shall report such pregnancy to the supervisor as soon as diagnosed by a doctor. Said employees shall be entitled to maternity leave without pay not to exceed twelve (12) weeks. The employee may use her accrued sick days or vacation as a part of the leave. If the Town Board approves an extension of maternity leave beyond the initial twelve (12) weeks, the employee is responsible for her own health insurance premium during the period of extension.
- Paternity - Every full-time male employee shall be eligible for paternity leave not to exceed twelve (12) weeks. Paternity leave shall be without pay, or the employee may use their accrued sick days not to exceed twelve (12) weeks. If the Town Board approves an extension of paternity leave beyond the initial twelve (12) weeks, the employee is responsible for his own health insurance premium during the period of extension.

Employees shall not accrue seniority during a leave of absence of more than thirty calendar days except during military leave and maternity leave.

In any case where an employee is responsible for paying his or her health insurance premiums during a maternity or paternity leave, the premium amount must be paid to the

Town Clerk at least five (5) days prior to the date the Town's premium payment is due to the insurer to avoid a lapse in coverage.

#### **PAID SICK LEAVE**

Permanent full-time employees earn sick leave at the rate of eight (8) hours per pay period, including paid holidays and vacation.

The employee's sick leave bank (the accumulated sick leave that has not been used) may not exceed 240 hours at any time.

Part-time employees who work less than 1,040 hours per year do not earn sick leave. Seasonal and limited term employees are not entitled to sick leave.

When an employee needs to take sick leave he/she must report to his/her supervisor as soon as feasible that they will not be able to report for work. Failure to give proper notice may result in leave without pay. Notifying a supervisor by phone is normally acceptable; however, leaving a sick leave notice on a recording device is not. In the event that the supervisor is not available and cannot be contacted, the absence may be reported to the Town Chair, or the Chair's designee. Only in extreme emergency situations may the employee leave the sick leave notice with another employee who is not the supervisor.

#### **VACATION TIME**

All permanent full-time employees shall earn vacation based on the date of employment. Employees shall not accrue vacation while on probation, but upon completion of the probationary period, shall receive credit for their probationary time. Employees shall be entitled to annual paid vacation as follows:

|                         |           |
|-------------------------|-----------|
| Completion of 1st year  | 40 hours  |
| Completion of 2nd year  | 80 hours  |
| Completion of 5th year  | 100 hours |
| Completion of 10th year | 120 hours |
| Completion of 15th year | 160 hours |

Permanent part-time employees who work a minimum of 1,040 hours per year shall be entitled to vacation benefits on a pro-rata basis.

Vacation time shall be scheduled with the approval of the employee's supervisor.

Vacation time may be taken in a minimum of one (1) hour increments.

Unused hours of vacation time may be carried forward into the next calendar year but the hours carried over must be used no later than June 30 of the following year. Extensions beyond June 30 may be granted at the discretion of the Chair.

### **FUNERAL LEAVE**

In the event of a death in a full-time employee's family, absence will be allowed without loss of pay according to the following schedule:

|            |  |
|------------|--|
| Three Days | Death of Spouse, domestic partner, child, parent or sibling.                                     |
| Two Days   | Death of mother-in-law or father-in-law.   |
| One-Day    | Death of sister-in-law, brother-in-law, grandparent, son-in-law, daughter-in-law, or grandchild. |

Upon supervisor approval, additional days may be allowed and charged to sick leave, or, at the employee's request, charged to accumulated vacation. In the event an employee is requested to act as pallbearer at any funeral for which he or she would not otherwise be eligible for funeral leave, he/she shall be granted one day to so serve without loss of pay.

### **JURY DUTY**

The Town of Cross Plains recognizes the responsibilities of good citizenship. If an employee is summoned as a juror, the employee must inform the supervisor as soon as feasible so that work arrangements can be made. Any employee required to report for jury duty shall receive his/her normal wages for each day his/her presence shall be required by the Court. Any employee required to report, but is not selected for jury duty during regular work hours shall return to his/her place of work as soon as may be reasonably expected.

In order to be paid for Jury Leave, an employee must provide his or her supervisor with the jury summons and a note from the Clerk of the Court indicating the times the employee was in court for jury duty. The Town will pay employees straight time for their regularly scheduled hours of work, minus the compensation they received from the court for their service as jurors, for up to five days of jury service. An employee may cover additional days with accrued leave. An employee who is excused from jury duty prior to the end of a regularly scheduled workday must report for work for the remainder of that day, or otherwise notify his or her supervisor of his or her availability to work.

## **13. PERSONNEL ISSUES**

### **PERFORMANCE EVALUATIONS**

The objectives of formal performance evaluation include: identifying standards of performance for employees and communicating each employee's performance relative to those standards, providing assistance in up-grading performances, strengthening supervisor/employee relations through frank and honest communications, identifying training needs, guiding personnel actions such as merit pay increases, promotions, demotion, retention, etc.

It is the responsibility of all supervisors to perform written evaluations and to identify employee performance problems and take action to correct those problems by appropriate counseling, training, usually as a final measure, disciplinary action such as involuntary demotion or discharge.

For their annual review, employees will meet individually with the Town Board, the Clerk and their supervisor in a closed session before a regular Town Board meeting. This review is for the purposes of discussing their job performance and accomplishments, suggestions they may have for improved performance and improved road operations, and/or plans for the coming year. This meeting will determine salary increases or merit raises if any. The performance review is completed in writing by the Town Chair, and shared with the employee.

### **MAINTAINING YOUR PERSONNEL RECORDS**

It is your responsibility to provide current information regarding your address, telephone number, insurance beneficiaries, change in dependents, marital status, etc. Documentation of completed training must be given to the Clerk to place in your personnel file. Changes in exemptions for tax purposes will only be made upon the receipt of a completed W-4 form.

### **PERSONNEL FILES**

Employee personnel files are the property of the Town, and do not belong to the employee. However, upon request, the Town will provide employees with copies of performance evaluations and other performance-related documents that the employee has previously received.

### **REFERENCES**

When the Town receives a request for information from another person or entity about an employee, either during employment or after the employee's employment has ended, it is Town policy to provide only the following: Confirmation of employment, dates of service and last job title.

In general, Town policy is not to furnish any other information about work performance or employment, unless the employee specifically directs it to do so and signs a release prepared by the Town which authorizes it to do so. If an employee does not authorize the Town to furnish any additional information, it will advise the requesting person or entity that, absent a release, Town policy is to provide only the information set out above.

## **14. OUTSIDE EMPLOYMENT**

All employees are encouraged to participate in a variety of community and professional activities. In those instances where an employee's activities are part of their regular duties and responsibilities, any payment will be turned over to the Town. All fees derived from Town reports, activities, events, or speaking engagements while employed by the Town shall also be turned over to the Town.

For purposes of this Policy, "outside employment" includes self-employment, consulting activities, and volunteer activities that, if compensated, could be considered outside employment. Employees are required to request approval for outside employment if the

outside employment is conducted during regular work hours, on premises, or if it presents a real or perceived conflict of interest. The outside employment must not negatively impact on the employee's work.

## **15. JOB DESCRIPTIONS**

Job descriptions shall be approved by the Town Board and reviewed by the supervisor at least annually and amended as needed. The most current job descriptions are attached as follows:

- Addendum A – Road Maintenance Person

- Addendum B - Road Maintenance Person, seasonal.

- Addendum C – Community Center Coordinator

- Addendum D – Community Center Custodian

- Addendum E – Building Inspector

- Independent Contractors:

- Addendum F – Groundskeeper

- Addendum G – Independent Contractor Agreement

- Addendum H – Code of Ethics, TCP Ordinance 100.3



## **Addendum A**

### **Job Position Description**

**Title of Position: ROAD MAINTENANCE PERSON (PATROLMAN)**

**Immediate Supervisor:** The Chair of the Town of Cross Plains

**Brief Description of Position:** This position primarily involves the maintenance and improvement of the roads within the Town of Cross Plains. The employee is expected to service town roads with appropriate maintenance practices. The employee must sometimes exercise independent judgment and perform tasks in the absence of supervision. The employee is expected to perform the duties in a professional manner. As an employee of the Town, the employee is expected to be courteous at all times and represent the Town in a professional and positive manner. The position also includes overseeing other part-time road crew employees.

#### **Essential Functions of the Job:**

- Ability to perform heavy manual labor.
- Ability to service and make repairs and adjustments to equipment.
- Sufficient communication skills to be able to write, read, and speak in English and correctly interpret written information, policies, and rules.
- Main responder to all 911 emergency calls 24 hours per day 7 days a week.
- Monitor weather condition. Organize emergency winter maintenance of town road
- Contact part-time snow removal employees
- Available nights, holidays, and weekends during snow, ice and/or wind storms, and other emergencies.
- Ability to bend and to lift moderately heavy (50 pound) objects on a regular basis of two hours per day and heavier (100 pound) objects on an occasional basis.
- Ability to sit and stand for up to eight consecutive hours per work shift with periodic breaks.
- Ability to walk up to two miles on ungraded and unpaved surfaces per work shift.
- A demonstrated acceptable driving record.
- Ability to learn safe and proper operation of equipment including grader, truck, loader, tractor mower, chipper, chain saw, and similar equipment of comparable size and complexity.
- Ability to work effectively outdoors under exposure to variations in temperature, precipitation, and frequent exposure to machinery noise and vibration.

#### **Duties of the Position:**

- Coordinate the activities of part-time road crew workers.
- Insure that adequate shop materials, supplies and equipment are available as needed and maintained.

- Maintain, and service Town roads, patch holes with appropriate maintenance practices.
- Maintain culverts and ditches and monitor water levels along roads.
- Install, check and replace or repair damaged and/or missing town road signs.
- Plow snow, apply ice control material to town roads
- Maintain shoulders: mow grass, cut brush, arrange for removal of large roadside debris, trim or remove trees and any related task involved in road maintenance.
- Assist with preparation of bid specifications, driveway permit review and specifications, review proposals for equipment purchases and road construction projects as directed.
- Work with contractors as necessary when a contractor is hired for a Town job.
- Install and remove seasonal accessories such as plow blades, etc.
- See that equipment is serviced with fuel, oil, water, and lubricants, and perform minor to moderate repairs to tools and equipment. Order and secure required materials and parts for equipment maintenance.
- Maintain equipment exposed to salt to reduce wear and tear as practical.
- Post seasonal weight limits on Town Roads when necessary.
- Maintain work area and grounds and perform other duties as necessary and as requested.
- Take responsibility for implementing and following Town policies.

**Desired Knowledge, Skills, and Experience:**

- High School diploma or equivalent with one to two years heavy equipment operating experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
- Must possess a valid Wisconsin Commercial Drivers License (CDL).
- Knowledge and ability to operate heavy and intermediate size motorized construction and road maintenance equipment, chain saws, and similar tools and equipment.
- Knowledge of methods, materials, and equipment used in the maintenance and repair of asphalt and gravel roads.
- Knowledge of traffic laws and regulations as they apply to motorized construction and maintenance equipment.
- Ability to work as a member of a team
- It is preferable that the employee/applicant be a resident of the Town.

**Normal Hours of Work and Pay:**

- Normal work hours: 7 a.m. to 3:30 p.m., Monday through Friday
- One half hour unpaid lunch break
- Two 15 minute breaks per day, one in the morning and one in the afternoon
- Rate of pay determined by the Town Board
- Pay on first of the month
- Overtime to be paid in the pay period earned
- Completed time cards will be given to Town Clerk

**Probationary Period:**

- Six months of satisfactory service

**Emergency Work Hours:**

- Snow and Ice or debris removal may necessitate a change in the normal work hours.
- Overtime pay is calculated at 1.5 times the hourly rate and is normally available only for snow and ice removal. On a day when the employee would normally be scheduled off, overtime pay shall be paid for any hours worked beyond a 40-hour workweek.
- Employee may work more hours than federally mandated as long as it is safe to do so during a declared “snow emergency”
- Emergency snow and ice removal: on a Town recognized holiday [as well as Easter Sunday] pay shall be calculated at double the hourly rate for those hours worked.
- Whenever the employee is called out for an emergency (911), beyond his regularly scheduled hours by an authorized supervisor, Town Chair or Town Board Supervisor, he/she shall be granted a minimum of two- (2) hours pay and paid at the overtime rate.

**Vacation:**

- Vacation is credited to the employee’s account at the beginning of the calendar year.
- Employees shall earn, but cannot take vacation during the first six months of employment.
- Vacation carry-over beyond June 30<sup>th</sup> of the following year only at the discretion of the Town Chair.
- Vacation shall be earned at the following rate:

|               |                                   |
|---------------|-----------------------------------|
| First Year    | 40 hours, one week                |
| Second Year   | 80 hours, two weeks               |
| Fifth Year    | 100 hours, two and one half weeks |
| Tenth Year    | 120 hours, three weeks            |
| Fifteen Years | 160 hours, four weeks             |

**Holidays:**

|                        |                       |
|------------------------|-----------------------|
| New Year’s Day         | Labor Day             |
| Martin Luther King Day | Thanksgiving Day      |
| Memorial Day           | Christmas Day         |
| July 4 <sup>th</sup>   | Two floating holidays |

- If the holiday falls on Saturday, the Friday before becomes the holiday
- If the holiday falls on Sunday, the Monday following becomes the holiday
- Emergency hours worked on an actual holiday date will be paid at **double time**.

**Sick Leave:**

- Sick leave is accumulated at the rate of eight (8) hours per pay period. There are twelve (12) pay periods per year.
- A total of 240 hours may be accumulated and carried from year to year. Hours in excess of the maximum will automatically be cancelled.

**Insurance:**

- Worker's Compensation: Injuries must be reported to the Town Chair or designee immediately
- Retirement: The Town pays 100% of this policy with the Wisconsin Retirement System
- Health Insurance: The Town will pay for health insurance to a maximum amount to be determined by the Board.

*NOTE: This position is subject to a pre-employment drug test and random testing in compliance with the Town of Cross Plains "Controlled Substances and Alcohol testing of Commercial Motor Vehicle Drivers" policy, and the Federal Department of Transportation and Highway Administrations' "Drug and Alcohol Testing Regulations" contained in Title 49 CFR. Drug testing after every accident will occur when the incident involves the operation of town equipment and public works employees, whose performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation.*

## **Addendum B Job Description**

### **Title of Position: ROAD MAINTENANCE WORKER, PART-TIME**

A temporary, part-time hourly on-call employee

#### **Job Description/Supervisor:**

Full-time Road Maintenance Worker (Patrolman) is your immediate supervisor. Your job is to carry out his/her instructions in a safe, efficient and timely manner. Each Monday, report to your supervisor regarding your availability for work for the week. Your job includes being ON CALL for snow and ice removal, and for other activities as requested by your supervisor.

#### **Purpose of Position:**

Perform a variety of emergency public works duties and other related duties as directed on an as needed basis.

#### **Essential Responsibilities:**

- Operate equipment including trucks and their apparatus, tractor mower, end-loader and grader in performing a variety of tasks related to the provision of emergency services on town roadways.
- Perform light mechanical work and routine maintenance on Town equipment as needed or directed.
- Perform emergency and regular maintenance roadwork operations such as: snow and ice removal, road sanding, roadside cleaning
- Knowledge of and willingness to learn proper and safe operation and care of machinery, equipment and tools
- Responder to 911 emergency calls on an as needed basis
- Cooperate with other part time snow removal employees
- Report to your supervisor accurately and immediately, or at the first reasonable opportunity, all accidents and damage whether to vehicles, equipment, roads, telephone cables, electric poles, anchors, wires or any other damage to property whether the property belongs to the town or to some other party. In addition moving vehicle accidents must be reported as per Department of Transportation requirements.
- On-the-job injuries must be reported to the Town Chair or designee immediately.

#### **Training/Experience Required**

- High School diploma or equivalent with one to two years heavy equipment operating experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
- Commercial Drivers License (CDL) required to operate a vehicle with a gross weight over 26,000 pounds.
- It is preferable that the applicant be a Town resident.

**Physical Requirements:**

- Ability to operate a variety of road maintenance and repair equipment and motor vehicles.
- Ability to push, pull, lift, carry objects weighing up to 100 pounds including shovels
- Ability to operate a variety of mechanical and carpentry tools, including power tools.
- Ability to operate heavy equipment.

**Environmental Adaptability:**

- Ability to work as a member of a team.
- Ability to work effectively outdoors under exposure to variations in temperature, precipitation, and frequent exposure to machinery noise and vibration.

**Hours of Work and Pay:**

As needed for the provision of various public works related services to the Town of Cross Plains at an hourly rate of pay to be established by the Town Board.

*NOTE: This position is subject to a pre-employment drug test and random testing in compliance with the Town of Cross Plains "Controlled Substances and Alcohol testing of Commercial Motor Vehicle Drivers" policy, and the Federal Department of Transportation and Highway Administration's "Drug and Alcohol Testing Regulations" contained in Title 49 CFR. Drug testing after every accident when the incident involves the operation of town equipment and public works employees, whose performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation..*

*Approved by TCP Board 12 October 2009*

## **Addendum C**

### **Job Position Description**

**Title of Position:** COMMUNITY CENTER COORDINATOR

**Immediate Supervisor:** Chair Park Commission and/or designee

**Brief Description of Position:** This position is part-time permanent. It involves scheduling of events, both public and private, at the Community Center. Obtain signed rental contracts, obtain rental fees and damage deposits. Coordinate with the Center custodian so that the building can be opened before events and secured after events. If the Center Custodian is unavailable, setup and clean facilities or make arrangements to have the cleaning done. The employee is expected to perform the duties in a professional manner. As an employee of the Town, the employee is expected to be courteous at all times and represent the Town in a professional and positive manner.

#### **Essential Functions of the Job:**

- Available to provide information to potential Center renters by phone and/or in person
- Show the facilities or arrange for them to be shown
- Book events as requested for up-stairs and downstairs meeting rooms as well as the outdoor shelter area
- Make sure that there are no conflicts among events both public and private
- Explain Town policies for the Center to potential renters
- Obtain signed rental contracts, rental payment and security deposit
- Turn rental payment over to the Clerk and return security deposit checks to renter if no damages or excess cleanup is reported. Clean-up should take no more than three hours.
- If Center Custodian is unavailable: Unlock premises for renter and secure the building when they leave. Clean the facilities yourself or arrange to have cleaning done.

#### **Desired Knowledge, Skills, and Experience**

- Sufficient communication skills to be able to write, read, and speak in English and correctly interpret written information, policies, and rules.
- Ability to maintain complete and accurate records
- Ability to bend and to lift light (20 pound) objects on a regular basis of two hours per work shift.
- Ability to walk one mile during a work shift.
- Ability to work a variety of hours and days of the week
- It is preferable that the employee/applicant be a resident of the Town.

**Normal working Hours:**

- Work hours are determined by the schedule of events.

**Salary and Pay Schedule:**

- Paid quarterly at an amount determined by the Board with recommendation of Park Commission.

**Vacation and Holidays:**

- None

**Benefits:**

- None



## **Addendum D**

### **Job Position Description**

#### **Title of Position: COMMUNITY CENTER CUSTODIAN**

Part-time permanent, on-call position

**Immediate Supervisor:** Community Center Coordinator

**Brief Description of Position:** This position is part-time permanent. It involves the custodial maintenance of the Community Center facilities. The employee is expected to exercise independent judgment and perform tasks in the absence of supervision. The employee is expected to perform the duties in a professional manner. As an employee of the Town, the employee is expected to be courteous at all times and represent the Town in a professional and positive manner.

#### **Essential Functions of the Job:**

- Cleaning of Community Center before and after events under the direction of the Center Coordinator

#### **Duties of the Position**

- Maintain the Community Center facility both up-stairs and down stairs including meeting areas, office, kitchen, and all restrooms in a clean and orderly manner. This involves duties such as:
  - Set up and take down tables and chairs for events
  - Open and close Community Center before and after events.
  - Post notices as to location of private events
  - Clean, sweep, mop, and vacuum floors as necessary.
  - Strip and wax tiled floors when required.
  - Wash and clean kitchen counter tops, cooking surfaces, restroom sinks and toilets, as necessary.
  - Clean other areas and facilities when needed.
  - Remove any miscellaneous trash as necessary.
  - Order materials and supplies as necessary to implement job functions.
  - Maintain or arrange for maintenance of cleaning equipment
  - Report to the Center Coordinator any building maintenance items requiring service or repair (electrical, plumbing, lighting, etc.).
  - Report to the Center Coordinator in a timely manner any problems arising from hall or grounds rental

#### **Desired Knowledge, Skills, and Experience**

- Sufficient communication skills to be able to write, read, and speak in English and correctly interpret written information, policies, and rules.

- Ability to bend and to lift light (20 pound) objects on a regular basis of two hours per work shift.
- Ability to walk one mile during a work shift.
- Ability to work a variety of hours and days of the week
- It is preferable that the employee/applicant be a resident of the Town.

**Normal working Hours:**

- Work hours are determined by the schedule of events. Clean-up should take no more than three hours. Clean-up in excess of three hours per event should be reported to the Community Center Coordinator.

**Hourly Salary:**

- To be determined by the Board with recommendation of Park Commission.

**Pay Schedule:**

- Monthly

**Vacation and Holidays:**

- None

**Benefits:**

- None

## **Addendum E**

### **Job Position Description**

#### **Title of Position: BUILDING INSPECTOR**

A part-time permanent on call (via telephone)

#### **Supervisor**

Town Chair/ with collaboration by Town of Cross Plains Clerk

#### **Purpose of Position**

The purpose of this position is to be responsible for the necessary residential inspections as required by the national, state and local building code and ensure compliance through the provision of inspection services with minimal supervision. Coordinate all building inspection activities for construction projects in the Town of Cross Plains. This position will provide for the public protection, safety, health and well-being by performing inspection, enforcement functions as necessary to ensure compliance with all applicable State and local codes. There is frequent interaction with the general public as well as other officials at the various Town, County and State levels. Perform skilled inspection work in enforcing compliance with national, state and the Town's building, zoning, electrical, HVAC, plumbing codes and code of ordinances. Responsible for insuring that plans, specifications and buildings in the process of construction and existing electrical, plumbing, building installations meet codes and ordinance requirements. Must regularly exercise technical judgment and discretion based on familiarity with the various ordinances and regulations which he/she is responsible for enforcing.

#### **Essential Responsibilities:**

The following duties are to be considered normal for this position and are not to be construed as exclusive or all inclusive. Other duties may be required or assigned on an as needed basis.

- Work with Town of Cross Plains Board to ensure adequate enforcement of the state and local ordinances. Administer and enforce all codes, ordinances, laws and regulations pertaining to buildings and zoning. Attend meetings of Town and County Committees, the Board of Adjustment, other County or outside agency meetings as requested.
- Issue inspection reports and attend necessary meeting, seminars, continuing education and events as necessary to facilitate proper administration of the various codes.
- Become familiar and updated on all Wisconsin Laws and Administrative Codes and all applicable Town and State codes regarding building construction, zoning, demolition and all other related construction fields.
- Review building and site plans, specifications and relevant documentation received from permit applicants to determine compliance with Town and state codes. Read and interpret architectural plans and specifications, examine

blueprints for proposed construction, and assist the public in creating a design that complies with codes and ordinances. Issue appropriate permits.

- Conduct on-site inspections of all building and structures during and after construction to assure compliance with all Town and State codes.
- Conduct site evaluations and soil verifications as needed.
- Investigate and recommend condemnation of dangerous or hazardous structures when public health, safety and welfare requires.
- Receive, investigate and act to resolve code compliance complaints from property owners, contractors and the general public. Prepare violation reports and orders for correction, present to the Town Board. Attend court when required for violations of the above-mentioned statutes, codes, and ordinances
- Notify permit holders, contractors, and/or property owners of code violations and potential problem areas. Take necessary steps to obtain code compliance.
- Testify on behalf of the Town at hearings and or proceedings on building inspection issues.
- Respond to building inspection inquiries from contractors, property owners and other entities on behalf of the Town,
- Utilize the skills and expertise of other Town staff and Board members and respond to inquiries in a timely manner.
- Establish and maintain a positive Town Building Inspection Department image
- Maintain an effective working relationship with the public.
- Evaluate procedures, and recommend building permit fee schedule rates and code changes as necessary.
- Maintain complete and accurate records including building permit telephone logs, and keep inspection reports up to date on all permits filed. Storage for records is provided in the Town office.
- Communicate effectively orally and in writing
- Perform other duties as assigned.

**Training/Experience Required:**

High School diploma or equivalent with current state of WI certifications in the construction and erosion control aspects of residential building inspection

**Required Qualifications and Equipment:**

Any combination of training and experience which would provide the required knowledges and abilities is qualifying. Certification requirements are determined by the State of Wisconsin.

- High School Diploma or equivalent.
- Inspection certifications in the following areas:
  1. UDC General Construction Inspector
  2. UDC Electrical Inspector
  3. UDC Heating, Ventilating & Air Conditioning (HVAC) Inspector
  4. UDC Interior Plumbing Inspector

#### 5. Soil Erosion Inspector

- Valid State of Wisconsin Driver's License and access to a vehicle
- Working Cell Phone

#### **Desirable Qualifications:**

- Thorough knowledge of laws, codes, ordinances, regulations, practices, procedures, methods, and equipment pertaining to building, zoning, sanitation, wells, and related subjects.
- Ability to establish and maintain good public relations.
- Ability to organize and conduct investigations and prepare comprehensive reports.
- Training in engineering or architectural courses, together with five (5) years of experience in the building trade.

#### **Physical Requirements:**

- Ability to walk or stand to a significant degree primarily on construction sites, various land developments which require the capabilities of moving about.
- Ability to push, pull, lift, carry objects weighing up to 50 pounds
- Ability to tolerate exposure to heat and cold extremes, precipitation and occasionally moderate noise levels, vibrations, toxic conditions, odors, dust and poor ventilation.
- Ability to communicate effectively with the general public and town personnel, with an emphasis on negotiations with various individuals to resolve disputes and arrive at conclusions and or solutions.
- Ability to apply basic mathematics but not limited to the calculations of square footage and permit fees
- Ability to think logically, define problems, collect data, establish facts and draw valid conclusions.
- Ability to work as a member of a team, to exchange ideas, information and opinions to formulate policies and programs.

#### **Hours of Work and Pay:**

- The building inspector will provide building inspection services as requested by building permit holders in person or via cell phone. On-site inspections should be arranged within 48 hours of requests. Hours at the Town Office are desired for communication with permit holders. Pay is quarterly at a rate determined by the Town Board.

#### **Vacation, Holidays and Benefits:**

- None

## **Addendum F**

### **Job Position Description**

#### **Title of Position: GROUNDSKEEPER**

Part-time permanent, on-call position or contract worker

**Immediate Supervisor:** Chair of Park Commission or designee

**Brief Description of Position:** This position is part-time permanent. It involves the outside maintenance of the Community Center facilities and grounds as well as the Town Garage. The groundskeeper is expected to exercise independent judgment and perform tasks in the absence of supervision. The groundskeeper is expected to perform the duties in a professional manner. As an employee of the Town, the groundskeeper is expected to be courteous at all times and represent the Town in a professional and positive manner.

#### **Essential Functions of the Job:**

- Mowing lawn at Community Center and Town Garage
- Keeping entrance walkways of the Community Center free of ice and snow
- Picking up trash on Community Center and Town Garage grounds and emptying green recycling containers
- Bring in ball diamond bases in the Fall.

#### **Duties of the Position:**

- Maintain the grounds of the Community Center and Town Garage
- Report to the Chair of Park Commission any equipment requiring attention
- Report to the Community Center Coordinator in a timely manner any problems arising from Community Center or grounds rental
- Ability to learn safe and proper operation of equipment as well as proper care of machinery, equipment and tools.

#### **Desired Knowledge, Skills, and Experience:**

- Must be willing and able to learn the functions of a Groundskeeper. Other combinations of experience and education that meet the minimum requirements may be substituted.
- Sufficient communication skills to be able to write, read, and speak in English and correctly interpret written information, policies, and rules.
- Ability to bend and to lift (50 pound) objects on a regular basis of two hours per work shift.
- Ability to walk one mile during a work shift.
- Ability to work a variety of hours and days of the week
- It is preferable that the employee/applicant be a resident of the Town.
- Contracted groundskeeper must show proof on insurance and must provide own equipment. Town will provide gasoline and certain supplies

**Normal working Hours:**

- Work hours are determined by the weather, schedule of events, etc.

**Compensation:**

- To be determined by the Board with recommendation of Park Commission.
- Time sheet/invoice to be turned in to the Clerk at the end of every month

**Pay Schedule:**

- Monthly

**Vacation and Holidays:**

- None

**Benefits:**

- None

**Contract:** If contractor, contract to be reviewed/renewed annually in September upon Park Commission recommendation and confirmed by the Board.

**Addendum G**

**TOWN OF CROSS PLAINS  
Independent Contractor Agreement**

1. **NAME OF CONTRACTOR:** \_\_\_\_\_
2. **DESCRIPTION OF SERVICES:** Beginning on \_\_[date]\_\_\_\_\_,  
\_\_\_\_[contractor]\_\_\_\_\_ will provide the following services:  
Groundskeeping as described in the Town of Cross Plains Job Description (See attachment.)
3. **PAYMENT FOR SERVICES:** The Town of Cross Plains will pay compensation to \_\_\_\_\_ for the Services in the amount of \$ \_\_\_\_\_ for each mowing of the grounds of the Community Center, \$ \_\_\_\_\_ for each mowing of the Town Garage, and \$ \_\_\_\_\_ for each snow removal of the entry ways of the Community Center. Payment will be monthly after presentation of invoices to the Town Clerk.
4. **EXPENSES:** During the term of this Agreement, the Contractor shall bill and the Town shall reimburse [him or her] for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder.
5. **INSURANCE:** The Contractor will carry liability and personal injury insurance relative to any service that [he or she] performs for the Town.
6. **PROOF OF INSURANCE:** Contractor must provide certificates of insurance upon request.
7. **ASSIGNMENT:** The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Town.
8. **TERM/TERMINATION OF AGREEMENT:** This Agreement shall terminate automatically on August 31, \_\_\_\_\_ and may be renewed by mutual agreement. Each party may terminate this agreement upon written notice to the other, provided that no such termination shall relieve either party from any obligation incurred prior to the date of termination
9. **RELATIONSHIP OF PARTIES:** It is understood by the parties that \_\_\_\_\_ is an independent contractor with respect to the Town of Cross Plains, and not an employee of the Town. The Town shall not be responsible for withholding taxes with respect to the contractor's compensation hereunder; and shall have no claim against the Town hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or



disability benefits, unemployment insurance benefits, or employee benefits of any kind.

10. **MODIFICATION OR AMENDMENT.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

11. **ENTIRE UNDERSTANDING:** This document and any attachment constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

12. **UNENFORCEABILITY OF PROVISIONS:** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

By signing below, Contractor agrees to the conditions enumerated above.

Town of Cross Plains

\_\_\_\_\_

Chair, Town of Cross Plains

\_\_\_\_\_

Date

\_\_\_\_\_

Chair, Park Commission

\_\_\_\_\_

Date

\_\_\_\_\_

Contractor

\_\_\_\_\_

Date

Social Security Number/Individual Tax Identification Number:

\_\_\_\_\_

Mailing Address of payee:

\_\_\_\_\_

Street Apt. No. City State Zip Code

Telephone Number (with area code):

\_\_\_\_\_

## **Addendum H**

### **100.3 CODE OF ETHICS.**

The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established in this Chapter a Code of Ethics for all Town of Cross Plains officials and employees, whether elected or appointed, paid or unpaid, including members of boards, committees and commissions of the Town, as well as any individuals who are candidates for elective office as soon as such individuals file nomination papers with the Town.

**The purpose** of this Ethics Code is to establish guidelines for ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the Town of Cross Plains and by directing disclosure by such officials and employees of private financial or other interests in matters affecting the Town. The Town Board believes that a Code of Ethics for the guidance of elected and appointed officials and employees will help them avoid conflicts between their personal interests and their public responsibilities, will improve standards of public service and will promote and strengthen the faith and confidence of the citizens of this Town in their elected and appointed officials and employees. The Town Board hereby reaffirms that each elected and appointed Town official and employee holds his/her or her position as a public trust, and any intentional effort to realize substantial personal gain through official conduct is a violation of that trust. The provisions and purpose of this Ethics Code and such rules and regulations as may be established are hereby declared to be in the best interests of the Town of Cross Plains.

#### **Definitions.**

- (a) **Public Official.** Those persons serving in statutory elected or appointed offices provided for in Chapter 60 of the Wisconsin Statutes, and all members appointed to boards, committees and commissions established or appointed by the Town Chairperson and/or Town Board pursuant to this Code of Ordinances, whether paid or unpaid.
- (b) **Public Employee.** Any person excluded from the definition of a public official who is employed by the Town.
- (c) **Anything of Value.** Any money or property, favor, service, payment, advance, forbearance, loan, or promise of future employment, but does not include compensation or expense reimbursement paid by the Town, honorariums, fees and expenses under the standards and reporting requirements set forth in Sec. 19.56, Wis. Stats., campaign contributions as regulated by this Code or hospitality extended for a purpose unrelated to Town business by a person other than a firm, corporation, partnership, or joint venture.

(d) Business. Any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity which engages in profit-making activities.

(e) Personal Interest. Any interest arising from blood or marriage relationships or from close business or political association, whether or not any financial interest is involved.

(f) Significant Interest. Owning or controlling, directly or indirectly, at least ten percent (10%) or Five Thousand Dollars (\$5,000.00) of the outstanding stock of any business.

(g) Financial Interest. Any interest which shall yield, directly or indirectly, a monetary or other material benefit to the officer or employee or to any person employing or retaining the services of the officer or employee.

Statutory Standards. There are certain provisions of the Wisconsin Statutes which should, while not set forth herein, be considered an integral part of any Code of Ethics.

Accordingly, the provisions of the following sections of the Wisconsin Statutes, as from time to time amended, are made a part of this Code of Ethics and shall apply to public officials and employees whenever applicable, to wit:

(a) Sec. 946.10. Bribery of Public Officers and Employees.

(b) Sec. 946.11. Special Privileges from Public Utilities.

(c) Sec. 946.12. Misconduct in Public Office.

(d) Sec. 946.13. Private Interest in Public Contract Prohibited.

Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this State and carry out impartially the laws of the nation, state and municipality, to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their prime concern.

Officials and employees should adhere to the rules of work and performance established as the standard for their positions by the appropriate authority.

Officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

Members of the Town staff are expected to follow their appropriate professional code of ethics. Staff members shall file a copy of such professional ethics codes with the Town Clerk-Treasurer. The Town Board shall notify the appropriate professional ethics board of any ethics violations involving Town employees covered by such professional standards.

**Use of Public Property.** No official or employee shall use or permit the unauthorized use of Town-owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or are provided as Town policy for the use of such official or employee in the conduct of official business, as authorized by the Town Board or authorized board, commission or committee.

**Obligations to Citizens.** No official or employee shall grant any special consideration, treatment or advantage or any citizen beyond that which is available to every other citizen. No official or employee shall use or attempt to use his/her position with the Town to secure any advantage, preference or gain, over and above his/her rightful remuneration and benefits, for himself or for a member of his/her immediate family.

**Political Contributions.** No official shall personally solicit from any Town employee a contribution to a political campaign committee for which the person subject to this Chapter is a candidate or treasurer.

**Financial and Personal Interest Prohibited.**

(a) No official or employee of the Town, whether paid or unpaid, shall engage in any business or transaction or shall act in regard to financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of official duties in the public interest contrary to the provisions of this Chapter or which would tend to impair independence of judgment or action in the performance of official duties.

(b) Any member of the Town Board who has a financial interest or personal interest in any proposed legislation before the Town Board shall disclose on the records of the Town Board the nature and extent of such interest; such official shall not participate in debate or vote for adoption or defeat of such legislation. If the matter before the Town Board involves a member's personal interest with persons involved, the member may participate in debate or discussion and vote on the matter following disclosure, unless an ordinance or contract is involved; if an ordinance or contract is involved, such official shall not participate in debate or discussion and vote on the matter.

(c) Any non-elected official, other than a Town employee, who has a financial interest or personal interest in any proposed legislative action of the Town Board or any board, commission or committee upon which the official has any influence or input or of which the official is a member that is to make a recommendation or decision upon any item which is the subject of the proposed legislative action shall disclose on the records of the Town Board or the appropriate board, commission or committee the nature and extent of such interest. Such official shall not participate in debate or discussion or vote for adoption or defeat of such legislation.

(d) Any Town employee who has a financial interest or personal interest in any proposed legislative action of the Town Board or any board, commission or committee upon which the employee has any influence or input, or of which the employee is a member, that is to make a recommendation or decision upon any item which is the subject of the proposed legislative action shall disclose on the records of the Town Board or the appropriate board, commission or committee the nature and extent of such interest.

**Disclosure of Confidential Information.** No official or employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the Town, nor shall such information be used to advance the financial or other private interests of the official or employee or others.

**Incompatible Employment.** No official or employee shall engage in or accept private employment or render service, for private interest, when such employment or service is incompatible with the proper discharge of his/her official duties or would tend to impair such official or employee's independence of judgment or action in the performance of his/her official duties, unless otherwise permitted by law and unless disclosure is made as hereinafter provided.

**Gifts and Favors.**

(a) No official or employee shall accept or offer to accept anything of value from any person who, to his/her knowledge, is interested directly or indirectly, or is seeking an interest, directly or indirectly, in any manner whatsoever in business dealings with the Town, or from any person who conducts activities which are regulated by the Town, or from any person who has interests which may be substantially affected by actions of the Town.

(b) No official or employee shall accept or offer to accept anything of value that may tend to influence such official or employee in the discharge of his/her duties, or grant in the discharge of his/her or her duties any improper favor, service, or thing of value.

(c) Gifts received under unusual circumstances should be referred to the Town Board within ten (10) days for recommended disposition.

(d) An official or employee is not to accept hospitality if, after consideration of the surrounding circumstances, it could reasonably be concluded that such hospitality would not be extended were it not for the fact that the guest, or a member of the guest's immediate family, was a Town official or employee. Participation in celebrations, grand openings, open houses, informational meetings and similar events are excluded from this prohibition. This paragraph further shall not be construed to prevent candidates for elective office from accepting hospitality from citizens for the purpose of supporting the candidate's campaign.

**Representing Private Interests Before The Town Board or Plan Commission.**

(a) Non-elected Town officials and employees shall not appear on behalf of any private person (other than him or herself, his/her or her spouse or minor children) before any Town agency, board, commission or the Town Board if the official or employee or any board, commission or committee of which the official or employee is a member has any jurisdiction, discretion or control over the matter which is the subject of such representation.

(b) Elected Town officials may appear before Town agencies on behalf of constituents in the course of their duties as representatives of the electorate or in the performance of

public or civic obligations. However, the disclosure requirements of Subsection (a) above shall be applicable to such appearances.

**Ad Hoc Committee Exceptions.** No violation of the conflict of interest restrictions of this Section shall exist, however, where an individual serves on a special ad hoc committee charged with the narrow responsibility of addressing a specific issue or topic in which that individual, or the employee or a client of that individual, has an interest so long as the individual discloses to the Town Board that such interest exists.

**Contracts with the Town.** No official or employee who, in his/her capacity as such officer or employee, participates in the making of a contract in which such officer or employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the part of such official or employee, shall enter into any contract with the Town unless:

- (a) The contract is awarded through a process of public notice and competitive bidding;
- (b) The contract or activity is exempt from or otherwise deemed appropriate by Sec. 946.13, Wis. Stats.
- (c) The Town Board waives this requirement after determining that it is in the best interest of the Town to do so.

**Disclosure of Interest in Legislation.** To the extent known, any member of the Town Board who has a financial or personal interest in any proposed legislation before the Board shall disclose on the record of the Board the nature of and extent of such interest. Any other official or employee who has a financial or personal interest in any proposed legislative action of the board and who participates in discussion with or gives official opinions or recommendations to the Board shall disclose on the record of the Board the nature of and extent of such interest.

When an official or employee has doubt as to the applicability of a provision of this Section, such official or employee may apply to the Town Attorney for an advisory opinion. The official or employee shall have the opportunity to present his/her or her interpretation of the facts at issue and of the applicability of provisions of this Section before such advisory decision is made. This Section shall be operative in all instances covered by its provisions, except when superseded by an applicable statutory provision and statutory action is mandatory, or when the application of a statutory provision is discretionary but determined to be more appropriate or desirable. If an official or employee has accurately stated the facts in their request for an advisory opinion, and acts in conformity to the advice rendered in the opinion, the official or employee shall be immune from liability under this section.

This Section governs the proposed hiring of individuals for full-time or part-time work as Town employees who are members of the immediate family of Town employees or elected officials. "Immediate family" includes those relatives by blood or marriage defined in this section as personal interest. Hiring an immediate family member of any current Town employee or elected Town official will be considered only if that individual has the knowledge and skills, experience or other job-related qualifications that warrant

consideration for the position. It is required that either the current employee or the relative seeking employment will make the personal interest relationship known to the hiring authority (department head, Town Board or commission) before a hiring decision is made.

A determination that an employee's actions constitute improper conduct under the provisions of this Chapter shall constitute a cause of suspension, removal from office or employment or other disciplinary action. Sanctions, including any disciplinary action that may affect employees covered under a labor agreement will be consistent with the terms and conditions set forth in the applicable labor agreement.

No full-time officer or employee of the Town shall engage in other ongoing, significant remunerative employment within or without the Town which is in conflict with the responsibilities or duties the officer or employee performs for the Town. The Town Board may approve such outside employment or activity if it finds that it does not interfere or conflict with such officer's ability to perform his/her duties in an efficient and unbiased manner. Violation of this provision shall be grounds for removal from office of any such officer or employee.

**EFFECTIVE DATE.**

This Ordinance shall be effective one day following proper publication and posting as required by Wisconsin Statutes and after adoption of this Ordinance by the Town Board.

Dated this 10<sup>th</sup> day of August 2009

Greg. R. Hyer, Town Chair

Vera M. Riley, Sup. 1

Jeffrey R. Baylis, Sup. 2

Gregory J. Haack, Sup. 3

Posted August 26, 2009

Anne Herger, Clerk

**ACKNOWLEDGEMENT OF RECEIPT OF PERSONNEL AND POLICY  
MANUAL**

I have received the Personnel and Policy Manual and have read and understand the material covered. I have had the opportunity to ask questions about the policies in this manual, and I understand that any future questions that I may have about the manual or its contents will be answered by the Clerk or his or her designated representative upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the manual. I understand that the Town reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the manual as it deems appropriate at any time, with or without notice. I acknowledge that neither the manual nor its contents are an express or implied contract regarding my employment.

I further understand that all employees of the Town, regardless of their classification or position, are employed on an at-will basis, and their employment is terminable at the will of the employee or the Town at any time, with or without cause, and with or without notice. I have also been informed and understand that no officer, agent, representative, or employee of the Town has any authority to enter into any agreement with any applicant for employment or employee for an employment arrangement or relationship other than on an at-will basis and nothing contained in the policies, procedures, manuals, or any other documents of the Town shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

This manual is the property of the Town of Cross Plains and must be returned upon separation.

**Received this date**

|                      |             |
|----------------------|-------------|
| _____                | _____       |
| <b>Town Employee</b> | <b>date</b> |
| _____                | _____       |
| <b>Supervisor</b>    | <b>date</b> |