



# FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

**September 11, 2023 at 5:00 PM**

**Council Chambers, 828 Center Avenue, Sheboygan, WI**

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It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553,494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

## **OPENING OF MEETING**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

## **MINUTES**

5. Approval of Minutes - August 28, 2023

## **ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

6. Res. No. 50-23-24 / September 5, 2023: A RESOLUTION authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan and Sheboygan County for the Development of a Crisis Co-Response Pilot Program Utilizing American Rescue Plan Act State and Local Fiscal Recovery Funds.
7. DIRECT REFERRAL Res. No. 56-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute three Mortgage Subordination documents regarding loans to Catering With Culinary Artists, LLC and Black Pig Elkhart Lake LLC.
8. DIRECT REFERRAL Res. No. 57-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Temporary Use and Access License Agreement between The Boerke Company, Inc. and the City of Sheboygan for purposes of conducting certain due diligence investigations on real property located in the Town of Wilson.
9. DIRECT REFERRAL Res. No. 58-23-24 by Alderpersons Mitchell and Filicky-Peneski adopting policies to be contained in a City of Sheboygan Employee Handbook.

## **DATE OF NEXT REGULAR MEETING**

10. Next Meeting Date - September 25, 2023

**ADJOURN**

11. Motion to Adjourn

***In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:***

*City Hall • Mead Public Library  
Sheboygan County Administration Building • City's website*

**CITY OF SHEBOYGAN  
RESOLUTION 50-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**SEPTEMBER 5, 2023.**

A RESOLUTION authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan and Sheboygan County for the Development of a Crisis Co-Response Pilot Program Utilizing American Rescue Plan Act State and Local Fiscal Recovery Funds.

WHEREAS, Res. No. 77-22-23 adopted on October 17, 2022 authorized the creation of a Crisis Co-Response Pilot Program in conjunction with Sheboygan County and authorized the City to fund the Crisis Co-Response Pilot Program with ARPA funds it has at its disposal.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between the City of Sheboygan and Sheboygan County for the Development of a Crisis Co-Response Pilot Program Utilizing American Rescue Plan Act State and Local Fiscal Recovery Funds, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**AGREEMENT BETWEEN THE CITY OF SHEBOYGAN AND SHEBOYGAN COUNTY FOR  
THE DEVELOPMENT OF A CRISIS CO-RESPONSE PILOT PROGRAM UTILIZING  
AMERICAN RESCUE PLAN ACT STATE AND LOCAL FISCAL RECOVERY FUNDS**

The parties to this Agreement are the City of Sheboygan, Wisconsin (“City”), a municipal corporation in and of the State of Wisconsin with principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; and Sheboygan County, Wisconsin (“County”), a county corporation in and of the State of Wisconsin, with principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

**WITNESSETH:**

**WHEREAS**, On March 11, 2021, H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”), was signed into law. ARPA established the coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program to provide financial support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID-19;

**WHEREAS**, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule (“IFR”) to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”) describing eligible and ineligible uses of funds (as well as other program provisions). This IFR was adopted as the Final Rule effective April 1, 2022.

**WHEREAS**, one of the enumerated eligible uses of SLFRF is to address the behavioral health challenges of the general public caused or exacerbated by the public health emergency.

**WHEREAS**, mental health, substance abuse, crisis response, and barriers to accessing care continue to be of significant concern within the City of Sheboygan.

**WHEREAS**, the numbers of youth and adults reporting symptoms of anxiety or depressive disorder, suicidal ideation and rates, substance use, and drug overdose deaths have all been on the rise since the start of the pandemic; and

**WHEREAS**, communities of color, adults with job loss or lower incomes, essential workers, and women with children seem to be especially affected by these concerns; and

**WHEREAS**, twenty-three individuals representing sixteen behavioral health- related organizations in Sheboygan County analyzed the major gaps identified by recent community assessments and recommended four services for ARPA funding to improve the behavioral health of our community; and

**WHEREAS**, the highest priority ranking among those four services was given to a Crisis Co-Response Pilot program involving the Sheboygan Police Department to be used to enhance trauma informed and behavioral health expertise of emergency services by embedding County Crisis staff within Dispatch and City of Sheboygan Police vehicles; and

**WHEREAS**, said program would involve expansion by the Sheboygan County Health and Human Services Department to the mobile crisis contract to add up to 16 hours per day coverage of co-response in the community as well as up to 16 hours per day coverage of phone response within the dispatch center; and

**WHEREAS** the County has committed to utilizing up to \$539,494 of its ARPA funding allocation to develop a Crisis Co-Response Pilot Program.

**WHEREAS** the City has committed to matching the County’s funding for a Crisis Co-Response Pilot Program by conveying to the County, as an ARPA grant subrecipient, a total of up to \$539,494. Subject to the appropriation of funds, the City has committed to granting County up to \$144,640 in 2023, \$192,402 in 2024, and \$202,452 in 2025.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the parties hereto agree as follows:

1. Effective Date and Term. The effective date of this Agreement shall be August 28, 2023 and the term of this Agreement shall continue in full force and effect until final reporting made to the United States Treasury, which shall be not later than March 31, 2026. The parties agree on behalf of themselves and their successors in interest and assigns, notwithstanding any contrary provision of law or equity, that this Agreement shall continue in full force and effect throughout its term.

2. Award Information.

Awarding Agency: City of Sheboygan  
Subrecipient Name: Sheboygan County  
Point of Contact: Matthew Strittmater  
Address: 1011 N 8<sup>th</sup> Street, Sheboygan, WI 53081  
Telephone: (920) 459-3213  
Email: matthew.strittmater@sheboygancounty.com

Federal Awarding Agency: US Department of Treasury  
CFDA #: 21.027 – Coronavirus State and Local Fiscal Recovery (CSLFRF)  
Treasury Final Rule Eligibility Activity: 1: Public Health Mental Health Service \*^ EC-1.12;  
Previous EC-1.1  
Period of Performance: August 1, 2023 to December 31, 2025  
Amount of Award and Budget Not To Exceed: \$539,494

3. Project Description.

County, through its Health and Human Services Department (“HHSD”) will expand its mobile crisis contract to include the addition of two crisis workers who provide up to an additional 16 hours per day coverage of co-response in the community as well as up to 16 hours per day coverage of phone response within the dispatch center. HHSD expects the coverage times to be 8:00AM to 10:00PM which allows for some shift change overlap which is necessary in crisis work. This can also provide time for completion of paperwork and follow up responsibilities. Close proximity and exchange with police officers is necessary in order to develop trust between the two workers, and to facilitate open discussion on how their activities can help meet program goals. With this in mind, the crisis workers will partner directly with a law enforcement officer and they respond to calls as one unit. Understanding that this model may bring crisis workers to some calls that have no mental health element, and result in a police officer responding to a call that is solely a mobile crisis event, the community will benefit from the combined response, which will serve the purpose of relationship building, information sharing, and assist the leadership of the County and the City in keeping consistent goals. HHSD is also adding a crisis worker to be embedded within the Sheboygan County dispatch center. The purpose of this position is to monitor incoming calls to try and identify those calls that may be handled as a mobile crisis service call rather than an emergency service call. The program goals include reducing the amount of time law enforcement spends on mental health type calls, reducing emergency room visits for mental health needs and reducing Chapter 51 Emergency Detentions.

4. City Responsibilities. The City shall provide County with a total of \$539,494 by wire transfer with \$144,640 wired within thirty days of this Agreement’s execution; \$192,402 by January 31, 2024; and \$202,452 by January 31, 2025. The City shall include this obligation and expense in its regular reporting to the United States Treasury in accordance with the Treasury’s June 17, 2022 Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds.

5. County Responsibilities. The County shall only use the transferred funds in support of the Project and in compliance with 2 CFR Part 200, Subpart E Allowable Costs/Principles. County shall provide all data, information, and documentation as required by the City in order to facilitate accurate and complete reporting to the Treasury. This information may include: salaries, fringe and other benefits, training, travel, rent, phone, postage, supplies, technology/equipment, marketing, and indirect costs, as applicable to Subrecipient. All expenses must be itemized, and all Grant Funds must be accounted for. The County shall maintain records adequate to properly report on the project in accordance with SLFRF reporting guidance.

6. Schedule. County shall expend the funds no later than December 1, 2025. Any funds not expended by that time shall be returned to City by December 31, 2025.

7. Notices: Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service (b) by U.S. mail or (c) by electronic mail, and such notices shall be addressed as follows:

City of Sheboygan	Sheboygan County
Attn: Kaitlyn Krueger	Attn: Matthew Strittmater
828 Center Ave.	1011 N 8 <sup>th</sup> Street
Sheboygan, WI 53081	Sheboygan, WI 53081
Kaitlyn.Krueger@sheboyganwi.gov	matthew.strittmater@sheboygancounty.com

8. Uniform Administrative Requirements for ARPA Grants.

a. Financial Management and Accounting 2 C.F.R. §200.302. The parties acknowledge that they are bound to expend and account for ARPA grant funding in accordance with federal and state laws and that their respective financial management systems must be sufficient to permit the preparation of reports required by the U.S. Treasury.

b. Internal Controls 2 C.F.R. §200.303. The parties acknowledge that they are bound to:

- i. Establish and maintain effective internal controls in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission;
- ii. Comply with all applicable federal laws, regulations, and the terms and conditions of federal awards;
- iii. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings;
- iv. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

c. Program Income 2 C.F.R. §200.307. The parties acknowledge that they are encouraged to earn income to defray program costs where appropriate. In the event that program income is generated, the parties shall comply with 2 C.F.R. §200.307.

- d. Reporting. The parties acknowledge and agree to comply with all applicable reporting requirements as approved and documented under OMB PRA number OMB 1505-0271.
- e. Civil Rights Compliance. The parties agree to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.
- f. Americans with Disabilities Act. The parties agree to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
- g. If either party expends \$750,000 or more in Federal awards during the fiscal year, such party agrees to
- i. Comply with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for Subrecipients that expend \$750,000 or more in Federal awards during the Subrecipient's fiscal year;
  - ii. Have an annual audit prepared by an independent auditor in accordance with the terms and requirements pursuant to 2 CFR Part 200, subpart F.
- h. The parties certify that neither party nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 §67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
- i. Conflict of Interest. The parties agree to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this award.
- j. Drug-Free Workplace. The parties shall provide a work environment in which the use of alcohol and illegal drugs will not be allowed.
- k. Anti-Lobbying. An organization receiving award funds through the City shall not use these funds for any activity related to the following:
- i. Any attempt to influence the outcome of any federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or a similar activity.

- ii. Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative, or similar procedure.
- iii. Any attempt to influence:
  - 1. The introduction or formulation of federal, state, or local legislation; or
  - 2. The enactment or modification of any pending federal, state, or local legislation, through communication with any member or employee of Congress, the Wisconsin Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
- iv. Any attempt to influence the introduction, formulation, modification or enactment of a federal, state, or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Wisconsin or a local governmental entity through communication with any officer or employee of the United States Government, the State of Wisconsin or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
- v. Any attempt to influence:
  - 1. The introduction or formulation of federal, state, or local legislation;
  - 2. The enactment or modification of any pending federal, state, or local legislation; or
  - 3. The introduction, formulation, modification or enactment of a federal, state, or local rules, regulation, executive order, or any other program, policy, or position of the United States Government, the State of Wisconsin or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
- l. Incorporation of Required Clauses and Conditions. To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Agreement between the parties, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

9. Supporting Documentation.

- a. Documentation of Expenses. Subrecipient must maintain source documentation of direct costs, such as invoices, receipts, cancelled checks, documentation of personnel expenses, and indirect cost rate agreements to support all expenditures of ARPA Grant funds. In addition, Subrecipient must maintain a list of all clients served, if applicable. Subrecipient must be able to demonstrate and document the actual cost of service provision. The amount billed to the



Grant cannot exceed the actual cost of providing the service. All information required to document expenses charged to the Grant must be made available to the City upon request and maintained for a period of at least three (3) years after the expiration of the Period of Performance or date of last payment, whichever occurs first.

- b. Documentation of Personnel Expenses. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed and meet the standards required in Code of Federal Regulations 2 C.F.R. Part 200.430(i). The records must support the distribution of employee’s salaries and wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to this Grant award. Records must reasonably reflect the total activity for which employees are compensated. Adequate documentation includes timesheets/time cards, payroll activity reports, and payroll rosters.
10. Reporting Requirements. Subrecipient must submit Financial Reports and Programmatic Reports quarterly by the 10<sup>th</sup> day of the following calendar quarter month end as detailed in the schedule below: The first report is due the first quarter following execution of this agreement unless otherwise indicated by the City.

Performance Period	Report Due Date
January 1 – March 31	April 10
April 1 – June 30	July 10
July 1 – September 30	October 10
October 1 – December 31	January 10
Final Report	60 days after all funds are exhausted but no later than March 31, 2025

- a. Financial Reports. Subrecipient must submit a Financial Report noting the following:
  - i. Subrecipient’s name and address.
  - ii. Start and end dates of the report period.
  - iii. Hourly rate. Identify each employee or consultant whose time/activity is being billed to the Grant, the individual’s title, and the hourly billing rate used to calculate reimbursement from the City for that individual’s time/activity. Explain the method used for calculating hourly rates, e.g. whether benefits are included in the rate.
  - iv. Staff hours. Indicate for each employee the total number of hours being billed to the Grant cumulatively and for the quarter. For each individual whose work time will be reimbursed from the Grant, multiply the relevant hours by the relevant hourly rate (see item iii) and indicate the cumulative total and total for the quarter.
  - v. Budget vs. Actual Costs. Submit a detailed budget vs. actual report by budgetary line item for each quarter and cumulatively for the Grant period to date. At a minimum, the accounting must include the following as applicable: salaries, fringe and other benefits, training, travel, rent, phone, postage, supplies, technology/equipment,

marketing, and indirect costs. The accounting must itemize the expenditure of each dollar being billed to the Grant. Any deviation between the budgeted and actual costs must be explained in detail and approved by the City.

- vi. Supporting Documentation. Supporting documentation discussed in Section 9 of this agreement must be submitted quarterly with the financial report and reconcile to the expended amount for the quarter being reported.
- vii. Required Certification. In accordance with Code of Federal Regulations 2 C.F.R. § 200.415(a), the quarterly report must include a certification, signed by an individual who is authorized to execute the certification on behalf of the Subrecipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729 – 3730 and 3801 – 3812).”

- b. Programmatic Reports. The Subrecipient will submit a programmatic report that complies with requirements from the Treasury Final Rule for the eligible activity. The City and Subrecipient will seek to agree on the content and format for the report, but if unable to agree, Subrecipient will agree to the content and format for the report as determined by the City.
- c. Final Report. A final report for the entire period of performance is due 60 days after the Subrecipient has completed all Grant activities that will be funded under the Grant, but not later than March 31, 2026. The Subrecipient must also submit with the final report a certification, signed by an individual who is authorized to execute the certification on behalf of the Subrecipient, which states that all applicable closeout activities required in Code of Federal Regulations 2 CFR § 200.343 have been completed.
  - i. Programmatic Report. The final report must cover all activity conducted under the Grant. The report must be not more than five (5) single-spaced letter-sized pages using a font size of no smaller than 12 or larger than 14. In the narrative report, Subrecipient must briefly summarize the outcomes of the activities that Subrecipient proposed in the Project Description. Additionally, Subrecipient should also include in this narrative report items such as problems encountered by the Subrecipient, items for which the Subrecipient needs additional guidance, and developments having a significant impact on the award supported activities, such as delays or adverse conditions which materially impair the ability to meet the objectives of the awards. The final report shall also describe any action taken or contemplated, and any assistance needed to resolve the situation.
  - ii. Financial Report. The Subrecipient must also submit final Budget vs. Actual report by budgetary line item consistent with the approved project budget. If there are any funds not expended, they must be returned to the City along with the final report.

## 11. General Conditions.

- a. Party Relationship. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services funded by the ARPA grant. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent entity.
- b. Indemnification. Nothing contained within this agreement is intended to be a waiver or estoppel of the parties or their insurers to rely upon the limitations, defenses, and immunities contained within Wis. Stat. ss. 345.05 and 893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.
- c. Amendments. Either party may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the parties from their obligations under this Agreement. The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.
- d. Termination. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by Subrecipient under this Agreement shall, at the option of the City, become the City’s property.
- e. Records and Retention. All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Subrecipient, and made available for review by City, the Auditor of the State of Wisconsin, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the Period of Performance. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations, or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the period of performance, such records shall be retained until the conclusion of such action. Subrecipient shall comply with the requirements for record retention and access to records specified in the applicable Code of Federal Regulations 24 C.F.R. §§ 214.315, 2 C.F.R. §§200.333- 200.337, and other applicable record retention requirements.
- f. Dispute Resolution. During performance of this Agreement, disagreements may arise between the Subrecipient and the City on various issues. The Parties shall initially attempt to resolve all claims, disagreements, or controversies arising under, out of, or in connection with this Agreement by conducting good faith negotiations amongst themselves. If the Parties hereto are unable to resolve the matter following good faith negotiations, the Parties reserve the right to pursue all legal and equitable remedies afforded to them by law.

**IN WITNESS WHEREOF**, City and Subrecipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

**CITY OF SHEBOYGAN**

By: \_\_\_\_\_

Ryan Sorenson, Mayor

By: \_\_\_\_\_

Meredith DeBruin, City Clerk

Approved as to Form

By: \_\_\_\_\_

Charles Adams, City Attorney

Approved

By: \_\_\_\_\_

Evan Grossen, Deputy Finance Director/Comptroller

**SHEBOYGAN COUNTY**

By: \_\_\_\_\_

Matthew Strittmater, Health and Human Services  
Director

**CITY OF SHEBOYGAN  
DIRECT REFERRAL RESOLUTION 56-23-24  
TO FINANCE AND PERSONNEL COMMITTEE**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**SEPTEMBER 11, 2023.**

A RESOLUTION authorizing the appropriate City officials to execute three Mortgage Subordination documents regarding loans to Catering With Culinary Artists, LLC and Black Pig Elkhart Lake LLC.

WHEREAS, Bank First, N.A. and WBD, Inc. and the United States Small Business Administration have requested that the City of Sheboygan subordinate several mortgages; and

WHEREAS, the Redevelopment Authority of the City of Sheboygan, Wisconsin, has already signed Mortgage Subordination documents regarding their loan to Catering With Culinary Artists, LLC.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the three Mortgage Subordination documents, copies of which are attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

## SUBORDINATION OF MORTGAGE

**DOCUMENT NUMBER:**

**RETURN ADDRESS:**

Bank First, N.A.  
Sheboygan  
2600 Kohler Memorial Dr  
PO Box 488  
Sheboygan, WI 53082

**PARCEL I.D. NUMBER:** 59281-107260

**NOTICE: THIS SUBORDINATION OF MORTGAGE RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

**THIS SUBORDINATION OF MORTGAGE dated August 25, 2023, is made and executed among Catering With Culinary Artists, LLC; and Black Pig Elkhart Lake LLC ("Borrower"); City of Sheboygan, Department of City Development ("Mortgagee"); and Bank First, N.A. ("Lender").**

**SUBORDINATED INDEBTEDNESS.** Mortgagee has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

**Promissory Note dated June 7, 2015 in the amount of \$5,000.00.**

**SUBORDINATED MORTGAGE.** The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a mortgage dated July 7, 2021 from Black Pig Elkhart Lake LLC ("Mortgagor") to City of Sheboygan, Department of City Development ("Mortgagee") (the "Subordinated Mortgage") and recorded in Sheboygan County, State of Wisconsin as follows:

**Document #2119500 recorded on July 23, 2021.**

**REAL PROPERTY DESCRIPTION.** The Subordinated Mortgage covers the following described real property (the "Real Property") located in Sheboygan County, State of Wisconsin:

The South 74.5 feet of Lots 5 and 6, Block 128, Sheboygan Original Plat, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

The Real Property or its address is commonly known as 821 North 8th Street, Sheboygan, WI 53081. The Real Property tax identification number is 59281-107260.

**SUPERIOR INDEBTEDNESS.** Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

**Loan Number 15005313 with a principal amount of \$699,700.00.**

**LENDER'S LIEN.** The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated August 4, 2023, from Black Pig Elkhart Lake LLC to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Mortgage.

**REQUESTED FINANCIAL ACCOMMODATIONS.** Mortgagor, who may or may not be the same person or entity as Borrower, and Mortgagee each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Mortgagor and Mortgagee each represent and acknowledge to Lender that Mortgagee will benefit as a result of these financial accommodations from Lender to Borrower, and Mortgagee acknowledges receipt of valuable consideration for entering into this Subordination.

**NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:**

**SUBORDINATION.** The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Mortgagee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgagee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**MORTGAGEE'S REPRESENTATIONS AND WARRANTIES.** Mortgagee represents and warrants to Lender that: (A) no representations or

## SUBORDINATION OF MORTGAGE (Continued)

Loan No: 15005313

Page 2

agreements of any kind have been made to Mortgagee which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Mortgagee as to the creditworthiness of Borrower; and (D) Mortgagee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Mortgagee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Mortgagee's risks under this Subordination, and Mortgagee further agrees that Lender shall have no obligation to disclose to Mortgagee information or material acquired by Lender in the course of its relationship with Mortgagee.

**MORTGAGEE WAIVERS.** Mortgagee waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

**LENDER'S RIGHTS.** Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Mortgagee, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

**PROPERTY PROCEEDS.** In the event that Mortgagee is entitled to collect any Payments pursuant to the Subordinated Mortgage, such amounts will be distributed and otherwise handled in accordance with the terms of the Lender's Lien regardless of any conflicting provisions in the Subordinated Mortgage. Until such time as the obligations contained under the Superior Indebtedness are satisfied, Mortgagee agrees to transfer, or cause to be transferred to Lender for application to the Superior Indebtedness, any Payments collected or received by the Mortgagee. The "Payments" covered under this provision include but are not limited to all claims, awards, payments, rents, income, compensation or profits stemming from any actions or proceedings including eminent domain, takings, condemnations, deed in lieu, foreclosure, damages for injury to property or proceeds from insurance claims regarding the Real Property.

**EXPENDITURES.** In the event that Mortgagee or Lender performs or causes to be performed any duties of Borrower under the Subordinated Mortgage or Lender's Lien on account of Borrower's failure to perform such duties, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property ("Expenditures"), the Expenditures shall be added to the Superior Indebtedness if performed by Lender or, if performed by Mortgagee with Lender's consent and secured by the Subordinated Mortgage, given the priority they would have received under the Subordinated Mortgage but for this Subordination of Mortgage.

**DEFAULT BY BORROWER.** If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Subordination:

**Amendments.** This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagee also will pay any court costs, in addition to all other sums provided by law.

**Authority.** The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interests in Mortgagee's property, if any.

**Caption Headings.** Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

**Governing Law.** This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Wisconsin.

**Successors.** This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the

**SUBORDINATION OF MORTGAGE  
(Continued)**

Loan No: 15005313

Page 3


parties to this Subordination, and the covenants of Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED AUGUST 25, 2023.**

**BORROWER:**

**CATERING WITH CULINARY ARTISTS, LLC**

By:   
Robert A. Hurrie, Jr, Sole Member of Catering With Culinary Artists, LLC

**BLACK PIG ELKHART LAKE LLC**

By:   
Kathryn A. Hurrie, Sole Member of Black Pig Elkhart Lake LLC

**MORTGAGEE:**

**CITY OF SHEBOYGAN, ~~DEPARTMENT OF CITY DEVELOPMENT~~**

By: \_\_\_\_\_  
Authorized Signer for City of Sheboygan, ~~Department of City Development~~

By: \_\_\_\_\_  
Authorized Signer for City of Sheboygan, ~~Department of City Development~~

**LENDER:**

**BANK FIRST, N.A.**

x   
Joshua Neeb, Regional President

\_\_\_\_\_  
This Subordination of Mortgage was drafted by: Candy Adams for Bank First, N.A., Commercial Loan Processing  
\_\_\_\_\_



**SUBORDINATION OF MORTGAGE  
(Continued)**

Complete either Authentication Section or Acknowledgment Section

**AUTHENTICATION**

Signature(s) of City of Sheboygan, ~~Department of City Development~~ authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Title: Member State Bar of Wisconsin or  
authorized under Section 706.06, Wis. Stats.

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Wisconsin )  
 ) SS  
COUNTY OF Sheboygan )

**LESA RAE FLOOD  
NOTARY PUBLIC  
STATE OF WISCONSIN**

This record was acknowledged before me on September 1, 2023 by Robert A. Hurrie, Jr., Sole Member of Catering With Culinary Artists, LLC.

Lesa Rae Flood  
Notary Public in and for the State of Wisconsin  
My commission expires: 10-9-2026

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Wisconsin )  
 ) SS  
COUNTY OF Sheboygan )

**LESA RAE FLOOD  
NOTARY PUBLIC  
STATE OF WISCONSIN**

This record was acknowledged before me on September 2, 2023 by Kathryn A. Hurrie, Sole Member of Black Pig Elkhart Lake LLC.

Lesa Rae Flood  
Notary Public in and for the State of Wisconsin  
My commission expires: 10-9-2026

**SUBORDINATION OF MORTGAGE  
(Continued)**

Loan No: 15005313

Page 5

**GOVERNMENT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

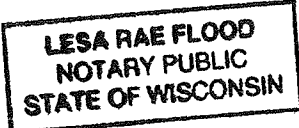
This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

STATE OF Wisconsin )  
 ) SS  
COUNTY OF Sheboygan )



This record was acknowledged before me on September 1, 2023 by Joshua Neeb as Regional President of Bank First, N.A..

Lesae Flood  
Notary Public in and for the State of Wisconsin

My commission expires: 10.9.2026

## SUBORDINATION OF MORTGAGE

**DOCUMENT NUMBER:**

**RETURN ADDRESS:**

Bank First, N.A.  
 Sheboygan  
 2600 Kohler Memorial Dr  
 PO Box 488  
 Sheboygan, WI 53082

**PARCEL I.D. NUMBER:** 59281-107260

**NOTICE: THIS SUBORDINATION OF MORTGAGE RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

**THIS SUBORDINATION OF MORTGAGE dated August 25, 2023, is made and executed among Catering With Culinary Artists, LLC; and Black Pig Elkhart Lake LLC ("Borrower"); City of Sheboygan, Department of City Development ("Mortgagee"); and Bank First, N.A. ("Lender").**

**SUBORDINATED INDEBTEDNESS.** Mortgagee has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

**Promissory Note dated June 7, 2021 in the amount of \$5,000.00.**

**SUBORDINATED MORTGAGE.** The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a mortgage dated June 7, 2021 from Black Pig Elkhart Lake LLC ("Mortgagor") to City of Sheboygan, Department of City Development ("Mortgagee") (the "Subordinated Mortgage") and recorded in Sheboygan County, State of Wisconsin as follows:

**Document #2119500 recorded on July 23, 2021.**

**REAL PROPERTY DESCRIPTION.** The Subordinated Mortgage covers the following described real property (the "Real Property") located in Sheboygan County, State of Wisconsin:

The South 74.5 feet of Lots 5 and 6, Block 128, Sheboygan Original Plat, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

The Real Property or its address is commonly known as 821 North 8th Street, Sheboygan, WI 53081. The Real Property tax identification number is 59281-107260.

**SUPERIOR INDEBTEDNESS.** Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

**Loan Number 15005314 with a principal amount of \$622,000.00.**

**LENDER'S LIEN.** The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated August 4, 2023, from Black Pig Elkhart Lake LLC to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Mortgage.

**REQUESTED FINANCIAL ACCOMMODATIONS.** Mortgagor, who may or may not be the same person or entity as Borrower, and Mortgagee each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Mortgagor and Mortgagee each represent and acknowledge to Lender that Mortgagee will benefit as a result of these financial accommodations from Lender to Borrower, and Mortgagee acknowledges receipt of valuable consideration for entering into this Subordination.

**NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:**

**SUBORDINATION.** The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Mortgagee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgagee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**MORTGAGEE'S REPRESENTATIONS AND WARRANTIES.** Mortgagee represents and warrants to Lender that: (A) no representations or

## SUBORDINATION OF MORTGAGE (Continued)

Loan No: 15005314

Page 2

agreements of any kind have been made to Mortgagee which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Mortgagee as to the creditworthiness of Borrower; and (D) Mortgagee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Mortgagee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Mortgagee's risks under this Subordination, and Mortgagee further agrees that Lender shall have no obligation to disclose to Mortgagee information or material acquired by Lender in the course of its relationship with Mortgagee.

**MORTGAGEE WAIVERS.** Mortgagee waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

**LENDER'S RIGHTS.** Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Mortgagee, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

**PROPERTY PROCEEDS.** In the event that Mortgagee is entitled to collect any Payments pursuant to the Subordinated Mortgage, such amounts will be distributed and otherwise handled in accordance with the terms of the Lender's Lien regardless of any conflicting provisions in the Subordinated Mortgage. Until such time as the obligations contained under the Superior Indebtedness are satisfied, Mortgagee agrees to transfer, or cause to be transferred to Lender for application to the Superior Indebtedness, any Payments collected or received by the Mortgagee. The "Payments" covered under this provision include but are not limited to all claims, awards, payments, rents, income, compensation or profits stemming from any actions or proceedings including eminent domain, takings, condemnations, deed in lieu, foreclosure, damages for injury to property or proceeds from insurance claims regarding the Real Property.

**EXPENDITURES.** In the event that Mortgagee or Lender performs or causes to be performed any duties of Borrower under the Subordinated Mortgage or Lender's Lien on account of Borrower's failure to perform such duties, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property ("Expenditures"), the Expenditures shall be added to the Superior Indebtedness if performed by Lender or, if performed by Mortgagee with Lender's consent and secured by the Subordinated Mortgage, given the priority they would have received under the Subordinated Mortgage but for this Subordination of Mortgage.

**DEFAULT BY BORROWER.** If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Subordination:

**Amendments.** This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagee also will pay any court costs, in addition to all other sums provided by law.

**Authority.** The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interests in Mortgagee's property, if any.

**Caption Headings.** Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

**Governing Law.** This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Wisconsin.

**Successors.** This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the

**SUBORDINATION OF MORTGAGE  
(Continued)**

Loan No: 15005314

Page 3


parties to this Subordination, and the covenants of Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.


**EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED AUGUST 25, 2023.**

**BORROWER:**

CATERING WITH CULINARY ARTISTS, LLC

By:   
Robert A. Hurrie, Jr., Sole Member of Catering With Culinary Artists, LLC

BLACK PIG ELKHART LAKE LLC

By:   
Kathryn A. Hurrie, Sole Member of Black Pig Elkhart Lake LLC

**MORTGAGEE:**

~~CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT~~

By: \_\_\_\_\_  
~~Authorized Signer for City of Sheboygan, Department of City Development~~

By: \_\_\_\_\_  
~~Authorized Signer for City of Sheboygan, Department of City Development~~

**LENDER:**

BANK FIRST, N.A.

X   
Joshua Neeb, Regional President

This Subordination of Mortgage was drafted by: Candy Adams for Bank First, N.A., Commercial Loan Processing

**SUBORDINATION OF MORTGAGE  
(Continued)**

Complete either Authentication Section or Acknowledgment Section

**AUTHENTICATION**

Signature(s) of City of Sheboygan, ~~Department of City Development~~ authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Title: Member State Bar of Wisconsin or  
authorized under Section 706.06, Wis. Stats.

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Wisconsin )  
 )  
COUNTY OF Sheboygan ) SS  
 )

**LESA RAE FLOOD  
NOTARY PUBLIC  
STATE OF WISCONSIN**

This record was acknowledged before me on September 1, 20 23 by Robert A. Hurrie, Jr., Sole Member of Catering With Culinary Artists, LLC.

Lesae Rae Flood  
Notary Public in and for the State of Wisconsin  
My commission expires: 10.9.2026

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Wisconsin )  
 )  
COUNTY OF Sheboygan ) SS  
 )

**LESA RAE FLOOD  
NOTARY PUBLIC  
STATE OF WISCONSIN**

This record was acknowledged before me on September 1, 20 23 by Kathryn A. Hurrie, Sole Member of Black Pig Elkhart Lake LLC.

Lesae Rae Flood  
Notary Public in and for the State of Wisconsin  
My commission expires: 10.9.2026

**SUBORDINATION OF MORTGAGE  
(Continued)**

Loan No: 15005314

Page 5

**GOVERNMENT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by **Joshua Neeb as Regional President of Bank First, N.A.**

Notary Public in and for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

# MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender’s granting certain credit to Black Pig Elkhart Lake LLC (“Borrower”) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **City of Sheboygan, Department of City Development** (“Mortgagee,” whether one or more), **hereby subordinates to WBD, Inc. and the United States Small Business Administration** (collectively “Lender”) in the manner and to the extent described in this Agreement all interests, rights and title in the property described in paragraph 1 (the “Property”) under a Mortgage from Borrower to Mortgagee in the amount of \$5,000.00 dated June 7, 2021, and recorded on July 23, 2021, in the Office of the Register of Deeds for Sheboygan County, Wisconsin as Document No. 2119500, as amended from time to time (“Mortgagee’s Mortgage”).

1. Description of the Property. “Property” shall have the cumulative meaning given to it in the Lender’s Mortgage (as hereafter defined) and the Mortgagee’s Mortgage and includes land and all improvements and fixtures now or hereafter located at the property legally described in Exhibit A attached hereto and all rents, proceeds, and leases on account thereof and all proceeds, whether now existing or hereafter arising.

Recording Area

Name and Return Address

WBD, Inc.  
 Attn: Alyssa Webster  
 4618 South Biltmore Lane  
 Madison, WI 53718

See Exhibit A

Parcel Identification Number (PIN)

2. Superior Obligations. As between Mortgagee and Lender, the priorities granted Lender by this Agreement are limited to and shall not exceed the following obligations (the “Obligations”): All principal, interest (including interest at the contract rate from the date of filing of a petition by or against Borrower under the federal Bankruptcy Code), and all other obligations and liabilities of whatever kind or nature including default charges, prepayment penalties, and attorneys’ fees and costs, of Borrower to Lender, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and whether created directly or acquired by assignment or otherwise which may arise under, out of, or in connection with the terms of a 504 Note made by Borrower or Borrower and another in the principal amount of \$638,000.00 and any amendments, modifications, renewals or extensions thereto or thereof, or any other document executed in connection with any of the foregoing (including, without limitation, any document securing such note) which Obligations are or will be secured by a mortgage from Borrower to WBD, Inc., as the same may be amended (“Lender’s Mortgage”).

3. Subordination of Lien and Right of Remedy. So long as any of the Obligations are unpaid, the lien of Mortgagee’s Mortgage in any Property shall, at all times, be and remain subject to and subordinate and junior to the liens and security interests of Lender as provided by the Lender’s Mortgage as collateral security for the Obligations. “Subject to and subordinate and junior” means that (1) no part of the obligations secured by the Mortgagee’s Mortgage shall have any claim to any Property on a parity with or prior to the claim of Lender; and (2) Mortgagee will not exercise or seek to exercise any rights or remedies with respect to any Property. Irrespective of: (a) the time, order or method of attachment or perfection of the liens created by the Mortgagee’s Mortgage or the liens and security interest created by the Lender’s Mortgage, (b) the time or order of filing or recording of financing statements, mortgages or other documents filed or recorded to perfect a lien on or security interest in any Property; and (c) the rules for determining priority under the Uniform Commercial Code or any other law governing the relative priorities of creditors, the Property and any money, or other property realized upon the sale or other disposition upon all or any part of the Property shall be applied first to the payment in full of the Obligations in such order as the Lender may elect in its sole discretion.



4. Protective Advances. If Borrower fails to perform any of its duties set forth in Lender's Mortgage, and if Lender performs such duties or causes them to be performed, including paying any amount so required ("Protective Advances"), the Protective Advances shall be added to the Obligations if paid by Lender.

5. Successors and Assigns. This Agreement benefits and binds Mortgagee and the Lender and their successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

MORTGAGEE:

**City of Sheboygan, ~~Department of City Development~~**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named \_\_\_\_\_ the \_\_\_\_\_ of City of Sheboygan, ~~Department of City Development~~, and the above-named \_\_\_\_\_ the \_\_\_\_\_ of City of Sheboygan, ~~Department of City Development~~, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
(Print or Type Name of Notary)

My Commission is permanent. (If not, state expiration date: \_\_\_\_\_, \_\_\_\_\_.)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

THIS INSTRUMENT WAS  
DRAFTED BY:  
Mark Duea  
Attorney at Law  
GDO Law  
4770 White Bear Parkway  
White Bear Lake, MN 55110  
(651) 426-3249

**EXHIBIT A**

**Legal Description**

The South 74.5 feet of Lots 5 and 6, Block 128, Sheboygan Original Plat, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

For informational purposes only:

Tax Key #59281-107260

Address: 821 North 8th Street, Sheboygan, WI 53081

**CITY OF SHEBOYGAN  
DIRECT REFERRAL RESOLUTION 57-23-24  
TO FINANCE AND PERSONNEL COMMITTEE**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**SEPTEMBER 11, 2023.**

A RESOLUTION authorizing the appropriate City officials to execute a Temporary Use and Access License Agreement between The Boerke Company, Inc. and the City of Sheboygan for purposes of conducting certain due diligence investigations on real property located in the Town of Wilson.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Temporary Use and Access License Agreement between The Boerke Company, Inc. and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

## TEMPORARY USE AND ACCESS LICENSE AGREEMENT

**THIS TEMPORARY USE AND ACCESS LICENSE AGREEMENT** (hereinafter “Agreement”) is made this \_\_\_\_ of \_\_\_\_\_, 2023 (“Effective Date”) by and between **THE BOERKE COMPANY, INC.**, a Wisconsin corporation (“Owner”) and **THE CITY OF SHEBOYGAN**, a Wisconsin body corporate (“User”).

### RECITALS:

Owner is the owner of certain real property located in the Town of Wilson, State of Wisconsin, known as tax parcel numbers 59030454450, 59030454460, 59030454421, and 59030454462 (the “Property”). User has requested a temporary license for entry onto a portion of the Property for the purposes of conducting certain due diligence investigations, including a wetland delineation report, archaeological investigations, and soil borings. Owner has agreed to grant such temporary license, subject to the terms and conditions set forth below.

### AGREEMENT:

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **License**. Owner hereby grants and conveys to the User, and the User hereby accepts, upon the terms and conditions hereinafter set forth, a temporary license for access onto the portion of the Property highlighted on the attached Exhibit A (the “License Area”) for the sole purpose of conducting the due diligence inspections on the Property (the “License”). Such License shall be subject to the conditions set forth below and to such further rules as set by Owner. User acknowledges and agrees that the rights granted under this Agreement do not constitute an easement tenancy or any other property interest in either the Property or the License Area and any claim of such an interest is hereby disavowed. User shall only be permitted to exercise the License from the Effective Date to December 31, 2023 (the “Permitted Use Period”). Owner may terminate this Agreement and the License granted herein effective upon written notice to User if Owner reasonably determines that User is improperly using the License Area or is otherwise in breach of the terms of this Agreement.

2. **Compliance with Laws**. User shall comply with all applicable laws and ordinances in connection with the use of the License granted herein. User shall not commit, or permit to be committed, any waste or nuisance on the License Area or Property or cause any damage to the License Area or Property during the exercise of the rights granted under the License. User covenants and agrees that User shall not use, or suffer, or permit any person or persons to use the License Area or Property in any manner which will void the insurance or increase the rate of insurance on the Property. Notwithstanding anything to the contrary herein, User shall provide prior written notice to Owner regarding the type of proposed soil boring or other invasive testing.

3. **Waiver/Indemnification**. Owner, its agents, directors, officers and employees (collectively the “Owner Parties”) shall not be liable for loss or damage to any personal property of User or its invitees located on the Property or for any injury or death to persons using the License or entering upon the Property. User hereby waives and releases any claims against the Owner Parties for any of the foregoing. User does hereby indemnify and hold harmless the Owner Parties, and each of them, from and against any and all claims, charges, liabilities, obligations, penalties, causes of action, liens, damages, costs and expenses, including, without limitation, reasonable attorneys’ fees and other professional fees, incurred by any of the Owner Parties, and relating to (i) the use of the Property by User, its agents, employees, vendors, or invitees, or (ii) arising from or related to this Agreement.

4. **AS-IS.** Owner makes no representations or warranties as to the suitability, condition, security, or any other matters associated with the Property. Any and all use of the Property is at User’s sole risk. User shall exercise its rights this Agreement in a clean and safe manner and shall promptly repair any damage to the Property caused by User or its agents, employees, vendors, or invitees. At the expiration of the Permitted Use Period, User shall surrender the Property to Owner in at least the same condition as existed at the commencement of the Permitted Use Period with all personal property of User or any invitees removed. Pursuant to the foregoing, User shall make all repairs and restorations to the Property required to restore the condition of the same to the condition existing prior to any testing conducted by User.

5. **Insurance.** At all times commencing on the Effective Date and continuing for a period one (1) year thereafter, User shall maintain commercial general liability insurance covering all claims, demands or actions made by, or on behalf of, any person or persons arising from, related to or connected with the Property, the License, and this Agreement in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence/ Two Million Dollars (\$2,000,000.00) annual aggregate. User’s insurance will include contractual liability coverage insuring User’s indemnification obligations under this Agreement. Such insurance shall name Owner as an additional insured. User’s insurance shall be primary and non-contributory. Prior to the Effective Date and as a condition precedent to User’s right to exercise any privileges granted by this Agreement, User shall furnish to Owner a certificate evidencing the existence of the insurance required by this Agreement.

6. **Notice.** Whenever notice is required to be given pursuant to this Agreement, it shall be personally delivered or sent by a nationally recognized overnight delivery service, postage prepaid, addressed to the parties at their respective addresses as follows:

If to Owner: The Boerke Company, Inc.  
c/o Advocate Health  
750 West Virginia Avenue  
Milwaukee, Wisconsin 54203  
Attn: Corporate Real Estate

If to User: City of Sheboygan  
City Hall  
828 Center Avenue, Suite 210  
Sheboygan, Wisconsin 53081  
Attn: Charles C. Adams, City Attorney

Or such other address or addresses as any party, by written notice in the manner specified above to the other parties hereto, may designate from time to time. Notice shall be deemed to have been given on the date the notice is received (if personally delivered) or one business day after the date the notice is properly sent through a nationally recognized overnight delivery service.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which upon such execution shall be deemed an original. Signatures provided by telecopy or other electronic means (i.e., e-mail, DocuSign) shall have the same binding effect as original signatures.

8. **Assignment.** This Agreement is personal to User and may not be assigned by User.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement the day and year first above written.

**OWNER:**

**THE BOERKE COMPANY, INC.,** a Wisconsin corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**USER:**

**THE CITY OF SHEBOYGAN,**  
a Wisconsin body corporate

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**LICENSE AREA**

The License Area shall be the portion of the Property illustrated below which is outlined in yellow.



**CITY OF SHEBOYGAN  
DIRECT REFERRAL RESOLUTION 58-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**SEPTEMBER 11, 2023.**

A RESOLUTION adopting policies to be contained in a City of Sheboygan Employee Handbook.

RESOLVED: That the Common Council hereby adopts the policies attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the Common Council hereby instructs appropriate City staff to format said policies into a document to be entitled the “City of Sheboygan Employee Handbook,” with page numbers, adoption and revision dates for each policy, and an annual cover letter.

BE IT FURTHER RESOLVED: That the said “City of Sheboygan Employee Handbook” shall be kept in current form on the City website such that it is easily accessible to all employees and residents. Placing a copy of this Handbook as part of the “Policy Book” on the City’s Municipal Code site is an acceptable way of meeting this requirement so long as it is accessible to all employees and residents.

BE IT FURTHER RESOLVED: That the City Administrator, with the input of the Director of Human Resources and Labor Relations, is empowered to make any and all changes, additions, and subtractions to the policies within the City of Sheboygan Employee Handbook, subject only to the requirement that no such policy shall be effective until the said “City of Sheboygan Employee Handbook” shall be updated with revision dates for each change, addition, and subtraction, and such changes published on the City website.



BE IT FURTHER RESOLVED: That the City Administrator shall make a report of all such changes, additions, and subtractions to the policies to the Finance and Personnel Committee.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

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## ARTICLE I INTRODUCTION

### Section 1.01 AUTHORIZATION

The following Employee Handbook was adopted by the City of Sheboygan Common Council pursuant to the authority granted under State Statutes. The Human Resources Department shall be responsible for the day-to-day administration of the Employee Handbook.

### Section 1.02 COMPLIANCE WITH POLICIES, RULES AND STANDARDS OF CONDUCT

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

The purpose of these policies is also to reduce misunderstanding, promote uniformity of policy throughout the City, and provide employees with a clear outline of benefits and responsibilities. These policies recognize the value of City employees and outline the duties and responsibilities of employees. They are offered to help employees understand what is expected of them in an effort to create a workplace that makes it possible for employees to maximize their potential and achieve professional growth.

Compliance with the policies, rules and general expectations of conduct is important in order to fulfill these objectives. Failure to comply with the policies spelled out herein is taken seriously by the City. Violations of these policies, rules, and general expectations of conduct can subject an employee to discipline, up to and including termination.

### Section 1.03 APPLICABILITY

This handbook applies to all employees of the City of Sheboygan who are not represented by a union. This handbook also applies to all employees of the City of Sheboygan who are represented by a union or who are members of a collective bargaining unit to the extent this handbook is not in conflict with the collective bargaining agreement between the City of Sheboygan and such collective bargaining unit.

### Section 1.04 SCOPE AND APPLICATION – AT WILL EMPLOYMENT

This handbook sets forth employment policy guidelines, rules of conduct, and guidance regarding general expectations of professional behavior and conduct which employees are expected to follow.

**NONE OF THE STATEMENTS, POLICIES, PROCEDURES, RULES, OR REGULATIONS CONTAINED IN THIS HANDBOOK CONSTITUTE A GUARANTEE OF EMPLOYMENT,**

A GUARANTEE OF ANY RIGHTS OR BENEFITS, DO NOT CREATE OR GRANT COVERED EMPLOYEES WITH A PROPERTY INTEREST IN THEIR EMPLOYMENT OR TENURE RIGHTS OF ANY KIND AND DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT, EXPRESS OR IMPLIED. UNLESS SPECIFICALLY REQUIRED BY STATUTE, ORDINANCE, OR LAW, THE CITY'S EMPLOYMENT RELATIONSHIP WITH EMPLOYEES IS AT WILL AND EMPLOYMENT MAY BE TERMINATED AT ANY TIME FOR ANY REASON, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE AT THE OPTION OF THE CITY OR THE EMPLOYEE. A CONTRACT BETWEEN AN EMPLOYEE OR GROUP OF EMPLOYEES AND THE CITY SHALL NOT EXIST UNLESS A WRITTEN AGREEMENT BETWEEN THE EMPLOYEE OR GROUP OF EMPLOYEES AND THE CITY HAS BEEN APPROVED BY THE CITY OF SHEBOYGAN COMMON COUNCIL AT A DULY NOTICED MEETING OF THE COMMON COUNCIL.

Notwithstanding anything else contained in this handbook, the City of Sheboygan possesses the sole right to operate City government, and all management rights repose in it. The rights retained and exercised by the City include, but are not limited to, the following:

- A. To direct all operations of City government.
- B. To maintain efficiency of City governmental operations.
- C. To change existing methods or facilities or to introduce new or improved methods or facilities.
- D. To hire, promote, transfer, assign, and retain employees in positions with the City and to suspend, demote, discharge, and take other disciplinary actions against employees.
- E. To lay off or furlough employees or otherwise relieve employees of their duties due to lack of work, lack of funds, budgetary, or other reason.
- F. To establish work rules and schedules for employees.
- G. To schedule overtime work as appropriate in the manner most advantageous to the City.
- H. To determine the methods, means, facilities, and personnel by which City governmental operations are to be conducted.
- I. To contract out for goods or services.
- J. To take whatever actions are necessary to comply with Federal, State, or local law.
- K. To take whatever actions are necessary to carry out the functions of City governmental operations in emergency situations.

There are several types of employees:

- Permanent, Full-Time, Benefit Eligible (40 or more hours per week)
- Permanent, Part-Time, Benefit Eligible (20-39 hours per week)
- Seasonal (non-benefited)
- Limited Term (non-benefited)
- Temporary (non-benefited)

Permanent employees are eligible for benefits at rates identified in the City's Benefit Guide. Limited Term, Seasonal, and Temporary employees are not eligible for benefits.



## Section 1.05 AMENDMENTS

No Employee Handbook can anticipate every circumstance or question about policy. As time goes on, the need may arise to alter, modify, change or eliminate policies described in this handbook. The City reserves the right to revise, supplement or rescind any policies or portion of the Employee Handbook from time to time as it deems appropriate, with or without prior notice. Employees will, of course, be notified of such changes as they occur. Supplements to this handbook will be issued to update or revise present rules or policies as deemed necessary.

## Section 1.06 CONFLICTING POLICIES

The policies contained in this handbook may cover subjects addressed in other sources, such as collective bargaining agreements, State or Federal laws, City ordinances and resolutions, or Police Commission or Library Board rules and or policies. Should any provision of this handbook conflict with a valid collective bargaining agreement to which the City is a party, the terms of the collective bargaining agreement shall control to the extent that these policies are in conflict with the terms of the collective bargaining agreement. These policies do not grant any additional benefits over and above or in addition to any employment contract.

Employees should be aware that their Department may have policies that supplement these policies. Employees are expected to follow both the policies in this handbook and their Department's policies. This handbook will control to the extent that the handbook policies are in conflict with Department policies.

Most employee questions should be answered in this handbook. If there are any questions regarding the handbook or matters that are not covered in it, employees are asked to discuss them either with their supervisor, Department Head, or Human Resources Department.

## Section 1.07 DISTRIBUTION

This Employee Handbook should be distributed to every current and future City employee. City employees should maintain a current copy of this booklet and become familiar with its contents. Employees shall be required to individually acknowledge receipt of a copy of this handbook by signing and dating the Acknowledgment of Receipt form. A copy of the Employee Handbook will be kept in the Shared Drive and posted on the City's Intranet under the Human Resources Department.

## ARTICLE II EMPLOYMENT POLICIES AND PROCEDURES

### Section 2.01 EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City of Sheboygan is an equal opportunity employer and believes in equal opportunity for all employees and applicants. Accordingly, all employment decisions are based on the principles of equal opportunity. These decisions include recruitment, selection, promotion, transfer, discipline, compensation, benefits, training, and other personnel actions involving persons in all job titles and shall occur without regard to race, color, religion, sex, age, national origin, disability, genetic information, military status, gender identity, creed, ancestry, sexual orientation, marital status, familial status, arrest and conviction records, the use or nonuse of lawful products off the employers' premises during non-work hours, declining or choosing to attend meetings or participate in communications about religious or political matters, or any other characteristic protected by law.

The policy of equal employment opportunity (EEO) and anti-discrimination applies to all aspects of the relationship between City of Sheboygan and its employees, including:

- Recruitment
- Employment
- Promotion
- Transfer
- Training
- Working conditions
- Wages and salary administration
- Employee benefits and application of policies

The policies and principles of EEO also apply to the selection and treatment of independent contractors, personnel working on our premises who are employed by temporary agencies and any other persons or firms doing business for or with City of Sheboygan.

The officers of City of Sheboygan will be responsible for the dissemination of this policy. Directors, managers and supervisors are responsible for implementing equal employment practices within each department. The HR department is responsible for overall compliance and will maintain personnel records in compliance with applicable laws and regulations.

City of Sheboygan administers our EEO policy fairly and consistently by:

- Posting all required notices regarding employee rights under EEO laws in areas highly visible to employees.
- Advertising for job openings with the statement "We are an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability status, protected veteran status, or any other characteristic protected by law."
- Posting all required job openings with the appropriate state agencies.

- Forbidding retaliation against any individual who files a charge of discrimination, opposes a practice believed to be unlawful discrimination, reports harassment, or assists, testifies or participates in an EEO agency proceeding.
- Requiring employees to report to a member of management, an HR representative or the general counsel any apparent discrimination or harassment. The report should be made within 48 hours of the incident.
- Promptly notifying the Director of Human Resources or City Attorney of all incidents or reports of discrimination or harassment and takes other appropriate measures to resolve the situation.

### **Remedies**

Violations of this policy, regardless of whether an actual law has been violated, will not be tolerated. City of Sheboygan will promptly, thoroughly and fairly investigate every issue that is brought to its attention in this area and will take disciplinary action, when appropriate, up to and including termination of employment.

## **Section 2.02 ANTI-HARASSMENT, DISCRIMINATION, AND RETALIATION POLICY**

It is the policy of the City of Sheboygan that all employees have the right to work in an environment free from all forms of harassment. The City of Sheboygan will not tolerate, condone, or allow harassment by any employees or other non-employees who conducts business with the city. The City of Sheboygan considers harassment and discrimination of other forms to be serious employee misconduct. Therefore, the city will take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment and discrimination. A violation of this city policy can lead to discipline up to and including termination, with repeated violations, even if “minor,” resulting in greater levels of discipline as appropriate.

### **A. Covered Individuals**

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

### **B. Prohibited Activity**

1. No employee shall either explicitly or implicitly ridicule, or belittle any person.
2. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race, color, creed, religion, national origin, ancestry, age, sex/gender, handicap or disability, arrest/conviction record, marital status, sexual orientation, gender identity and gender expression, political affiliation, results of genetic testing, honestly testing, pregnancy, childbirth or related medical condition, military service, disabled veteran or covered veteran status service in the U.S. Armed Forces, the State Defense force, National Guard of any state, or any other reserve component for the United States or State military forces, use or nonuse of lawful products off the employer’s premises during non-working hours. Such harassment is a prohibited form of discrimination under state and federal employment law and/or is also considered misconduct subject to disciplinary action by the City of Sheboygan.
3. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
  - b. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the employee; or
  - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
4. This policy covers all employees whether the unwelcome conduct originates from an employee or non-employee. Non-employee examples may include: customers, residents, contractors, etc.
  5. Retaliation against any employee for filing a harassment or discrimination complaint, for assisting, testifying or participating in the investigation of such complaint, or for requesting protected leave of absence or reasonable accommodation, is illegal and prohibited by the city and by federal statutes.
  6. This policy covers any incident that occurs as an extension of the workplace. (See definition.) All conduct at this extension of the workplace, whether before, during, or after the event, will be considered in this policy.
- C. Supervisory/Management Responsibilities
1. Each supervisor and/or director shall be responsible for preventing acts of harassment. This responsibility includes the following:
    - a. Monitoring the work environment for signs of harassment;
    - b. Informing employees on the types of behavior prohibited, and the city procedures for reporting and resolving complaints of harassment;
    - c. Training and counseling all employees on what constitutes harassment or retaliation, stopping any observed behavior that may be considered harassment, and taking appropriate steps to intervene and report behavior, whether or not the involved employees are within their line of supervision, and
    - d. Taking immediate action to prevent retaliation toward the complaining party or witnesses to eliminate any similar conduct where there has been a complaint of harassment and/or pending investigation. If a situation requires separation of the parties, care shall be taken to avoid actions that appear to negatively impact the complainant. Transfer or reassignment of any of the parties involved shall be voluntary if possible and, if non-voluntary, shall be temporary pending the outcome of the investigation.
    - e. Failing to carry out these responsibilities will be considered in any performance evaluation or promotional decisions and may be grounds for discipline, up to and including termination.
    - f. Each supervisor and/or director is responsible for assisting any employee of the city who comes to that supervisor and/or director with a concern of harassment in documenting and filing a complaint with the Human Resources Department or other reporting authority as designated by the city.
- D. Employee Responsibilities
1. An employee encountering harassment or retaliation shall follow the PROCEDURES outlined in Section E of this POLICY.

2. All employees who are witnesses and/or bystanders to the harassment and/or retaliation of another employee are responsible for assisting in the prevention of harassment and retaliation through the following acts;
  - a. Refraining from participation in, or encouragement of actions that could be perceived as harassment or retaliation.
  - b. Reporting acts of harassment or retaliation to a supervisor; and
  - c. Encouraging any employee who confides that he or she is being harassed, discriminated or retaliated against to report these acts to a supervisor
3. Failure of any employee to carry out the above responsibilities will be considered in any performance evaluation or promotional decisions and may be grounds for disciplinary action.

#### E. DEFINITIONS

1. **Verbal Harassment:** Sexual innuendoes, degrading or suggestive comments, repeated pressure for dates, jokes of a sexual nature, unwelcome sexual flirtations, degrading words used to describe an individual, obscene and/or graphic description of an individual's body or threats that job, wages, assignments, promotions or working conditions could be affected if the individual does not agree to a suggested sexual relationship.
2. **Non-Verbal:** Sexually suggestive or offensive objects or pictures, inappropriate usage of voicemail, e-mail, the internet or other such sources as a means to express or obtain sexual material, comments, etc., printed or written materials including offensive cartoons, suggestive or offensive sounds, whistling, catcalls or obscene gestures. Any material which inappropriately raises the issues of sex or discrimination. Treating an employee differently than the other employees when they have refused an offer of sexual relations.
3. **Physical:** Unsolicited or unwelcome physical contact of a sexual nature, which may include touching, hugging, massages, kissing, pinching, patting, or regularly brushing against the body of another person.
4. **Other Forms of Harassment:** Persistent and unwelcome conduct or actions on the basis of disability, sex, arrests or conviction record, marital status, sexual orientation, gender identity and gender expression, membership in the military reserve, or use or nonuse of lawful products away from work is prohibited under this policy and Wis. §111.31 -- 111.39.
5. **Harassment on any basis (race, sex, age, disability, etc.,) exists whenever:** Submission to harassing conduct is made, either explicit or implicit, a term or condition of an individual's employment; submission to or rejection of such conduct is used as the basis for an employment decision affecting an individual; the conduct interferes with an employee's work or creates an intimidating, hostile, or offensive work environment. Such conduct is prohibited under this policy and Wis. §111.31 – 111.39.

6. **Unwelcome:** Sexual conduct is unwelcome whenever the person subjected to it considers it unwelcome. The conduct may be unwelcomed even though the victim voluntarily engages in it to avoid adverse treatment.
7. **Extension of the Workplace:** This policy covers any incident that occurs as an extension of the workplace. An extension of the workplace is defined as any event which has a likelihood of impacting the normal working condition.
8. **Retaliation:** Any materially adverse action taken against an employee “because of” protected conduct is prohibited. The scope of retaliation goes beyond the workplace-related or employment-related actions and includes conduct that would dissuade a reasonable worker from making or supporting a charge of harassment and/or discrimination. The significance of the act of retaliation may depend on the particular circumstances, but must be considered “materially adverse” (separating significant from trivial harms that would not deter victims from filing a complaint). Examples of conduct that may be considered retaliation include:
  - a. Discharge
  - b. Demotion or failure to promote
  - c. Reduction in pay
  - d. Reassignment of job duties
  - e. Giving a less distinguished job title
  - f. Filing false criminal charges against an employee
  - g. Significantly diminishing an employee’s responsibilities
  - h. Unwarranted negative performance evaluations (impacting promotional opportunities)
  - i. Increased scrutiny of the employee’s work
  - j. Refusing to restore lost leave time
  - k. Isolation or shunning an employee

#### F. PROCEDURES

1. Any employee encountering harassment is encouraged but not required to inform the person that their actions are unwelcome and offensive. The employee is to document all incidents of harassment to provide the fullest basis for investigation.
2. Any employee who believes that they are being harassed shall report the incident(s) to their supervisor and/or director as soon as possible so that steps may be taken to protect the employee from further harassment, and so that appropriate investigative and disciplinary measures may be initiated. Where doing so is not practical, the employee may instead report the conduct to the Human Resources Director, Human Resources Generalist, City Attorney, Assistant City Attorney, City Administrator, or any other supervisor and/or director from the city. Employees may also utilize the Whistleblower Protections Policy and submit concerns and complaints through any of the following methods:
  - Phone: 920-550-2847 (920-550-2TIP)
  - Direct extension: 2847 (2TIP)
  - Email: [whistleblower@sheboyganwi.gov](mailto:whistleblower@sheboyganwi.gov)

- City of Sheboygan Attorney  
CONFIDENTIAL  
828 Center Avenue  
Sheboygan, WI 53081

3. The supervisor and/or director, or other person to whom a complaint is given shall meet with the employee and document the incident(s) complained of, the person(s) performing or participating in the harassment, any witnesses to the incident(s) and the date(s) on which it occurred.
4. After the complaint has been filed with any of the above-named positions, and the complainant does not feel it has been resolved in an acceptable manner, they may file the complaint with the following:

EQUAL RIGHTS DIVISION  
201 East Washington Avenue Room A100  
P.O. Box 8928  
Madison, WI 53708-8928

Voice: 608-266-6860  
TDD (Hearing Impaired): 608-264-8752  
Fax: 608-327-6001

EQUAL RIGHTS DIVISION  
819 North Sixth Street Room 723  
Milwaukee, WI 53203

Voice: 414-227-4384  
TDD (Hearing Impaired): 414-227-4081  
Fax: 414-227-4084

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)  
Milwaukee District Office – Reuss Federal Plaza  
310 West Wisconsin Avenue  
Suite 500  
Milwaukee, WI 53203-2292

Voice: 414-662-3680  
TDD (Hearing Impaired): 800-669-6820  
Fax: 414-297-4133  
ASL Video: 844-234-5122

If the employee exercises the reporting options of a, b, or c above of this section, they must file a copy of the complaint with the City Attorney within 24 hours of filing the complaint.

5. The Human Resources Department shall be responsible for investigating any complaint alleging harassment or discrimination and shall do the following:

- a. The internal investigative authority shall immediately notify the Police Department and the City Attorney's office if the complaint contains evidence of criminal activity, such as battery, rape, or attempted rape.
- b. The investigation shall include a determination as to whether other employees are being harassed by the person, and whether other persons covered by this policy participated in or encouraged the harassment.
- c. The internal investigative authority shall inform the parties involved of the outcome of the investigation.
- d. A file of harassment and discrimination complaints shall be maintained in a secure location. The City Attorney shall be provided with an annual summary of these complaints.
- e. There shall be no retaliation against any employee for filing a harassment or discrimination complaint, or for assisting, testifying, or participating in the investigation of such a complaint.
- f. Any employee who believes they are being retaliated against should report the incident as soon as possible to their supervisor and director so steps may be taken to protect the employee. Where doing so is not practical, the employee may file a complaint with another supervisor, Human Resource Director, the City Attorney, the City Administrator or utilize the Whistleblower Protections Policy.
- g. The complaining party's confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.
- h. This policy does not preclude any employee from filing a complaint or grievance with an appropriate outside agency.
- i. Complaints of employees accused of harassment and/or retaliation may file a grievance in accordance with the city's Grievance Procedure Policy when they disagree with the investigation or disposition of a harassment or retaliation claim.

## 6. Retaliation

- a. Retaliation against any employee for filing a harassment or discrimination complaint, or for assisting, testifying, or participating in the investigation of such a complaint, is illegal and is prohibited by the City of Sheboygan and by federal statutes.
- b. Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for harassment and discrimination complaints. Retaliation may subject an individual to additional punishment up to and including termination.



- c. Monitoring to ensure that retaliation does not occur is the responsibility of the supervisor and/or director, and the appropriate internal investigative authority.
  - d. All of the laws enforced make it illegal to fire, demote, harass or otherwise “retaliate” against others, either employees or applicants, because they filed a charge of discrimination, because they complained to their employer or other covered entity about discrimination on the job, or because they participated in an employment discrimination proceeding, such as an investigation or lawsuit. For example, it is illegal for an employer to refuse to promote an employee because they filed a charge of discrimination with the EEOC, even if EEOC later determined no discrimination occurred.
  - e. The law forbids retaliation when it comes to any aspects of employment, including hiring, firing, compensation, job assignments, promotion, lay-off, training, fringe benefits, and any other term or condition of employment.
7. Falsification or Mis-Representation of Information

An employee will be subject to disciplinary action up to and including termination for falsifying any information or mis-representing any information required or requested as part of a complaint, investigation, or proceeding under this policy.

### Section 2.03 ANTI-BULLYING POLICY

The City is committed to providing a workplace that is free from bullying. All employees have a right to work in an environment free from bullying, and to be treated with dignity and respect. All Department Heads and supervisors are responsible for actively intervening to prevent and stop bullying behavior that is occurring in their workplaces, whether or not a complaint is received.

#### A. POLICY

1. “Bullying” means repeated, malicious, unwelcome, severe and pervasive mistreatment that harms, intimidates, offends, degrades, or humiliates an employee, whether verbal, physical, or otherwise, at the place of work and/or in the course of employment.
2. Bullying includes conduct that a reasonable person would find hostile, offensive, and unrelated to the employer’s legitimate business interests. The following list may be considered bullying behavior. This list is not intended to be all-inclusive:
  - a. Staring, glaring or other nonverbal demonstrations of hostility;
  - b. Exclusion or social isolation in the workplace;
  - c. Excessive monitoring or micro-managing;
  - d. Work-related harassment (work-overload, unrealistic deadlines, meaningless tasks);
  - e. Being held to a different standard than the rest of an employee’s work group;
  - f. Consistent ignoring or interrupting of an employee in front of co-workers;
  - g. Personal attacks (angry outbursts, excessive profanity, or name-calling);
  - h. Encouragement of others to turn against the targeted employee;

- i. Sabotage of co-worker's work product or undermining of an employee's work performance;
  - j. Stalking;
  - k. Invasion of another person's personal space or personal property;
  - l. Unreasonable interference with an employee's ability to do his or her work;
  - m. Repeated infliction of verbal abuse, such as the use of derogatory remarks, insults and epithets;
3. The City does not consider the following behaviors bullying:
- a. Reasonable management practices, including performance management and disciplinary procedures;
  - b. A direction to carry out reasonable duties and instructions; and
  - c. A direction to comply with City of Sheboygan policies, procedures, or work rules.

## B. PROCEDURES

3. Any employee encountering bullying is encouraged but not required to inform the person that their actions are unwelcome and offensive. The employee is to document all incidents of bullying to provide the fullest basis for investigation.
4. Any employee who believes that they are being bullied shall report the incident(s) to their supervisor and/or director as soon as possible so that steps may be taken to protect the employee from further mis-treatment, and so that appropriate investigative and disciplinary measures may be initiated. Where doing so is not practical, the employee may instead report the conduct to the Human Resources Director, Human Resources Generalist, City Attorney, Assistant City Attorney, City Administrator, or any other supervisor and/or director from the city. Employees may also utilize the Whistleblower Protections Policy and submit concerns and complaints through any of the following methods:
  - Phone: 920-550-2847 (920-550-2TIP)
  - Direct extension: 2847 (2TIP)
  - Email: [whistleblower@sheboyganwi.gov](mailto:whistleblower@sheboyganwi.gov)
  - City of Sheboygan HR Director  
CONFIDENTIAL  
828 Center Avenue  
Sheboygan, WI 53081
4. The supervisor and/or director, or other person to whom a complaint is given shall meet with the employee and document the incident(s) complained of, the person(s) performing or participating in the behavior, any witnesses to the incident(s) and the date(s) on which it occurred.
5. The Human Resources Department shall be responsible for investigating any complaint alleging bullying and shall do the following:

- a. The investigation shall include a determination as to whether other employees are being bullied by the person, and whether other persons covered by this policy participated in or encouraged the behavior.
  - b. The internal investigative authority shall inform the parties involved of the outcome of the investigation.
  - c. There shall be no retaliation against any employee for filing a complaint, or for assisting, testifying, or participating in the investigation of such a complaint.
  - d. Any employee who believes they are being retaliated against should report the incident as soon as possible to their supervisor and director so steps may be taken to protect the employee. Where doing so is not practical, the employee may file a complaint with another supervisor, Human Resource Director, the City Attorney or utilize the Whistleblower Protections Policy.
  - e. The complaining party's confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.
  - f. This policy does not preclude any employee from filing a complaint or grievance with an appropriate outside agency.
  - g. Complaints of employees accused of bullying and/or retaliation may file a grievance in accordance with the city's Grievance Procedure Policy when they disagree with the investigation or disposition of a claim.
6. Retaliation
- a. Retaliation against any employee for filing a complaint, or for assisting, testifying, or participating in the investigation of such a complaint, is prohibited by the City of Sheboygan.
  - b. Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for harassment and discrimination complaints. Retaliation may subject an individual to additional punishment up to and including termination.
  - c. Monitoring to ensure that retaliation does not occur is the responsibility of the supervisor and/or director, and the appropriate internal investigative authority.
7. Falsification or Mis-Representation of Information
- An employee will be subject to disciplinary action up to and including termination for falsifying any information or mis-representing any information required or requested as part of a complaint, investigation, or proceeding under this policy.

## Section 2.04 ADA & REASONABLE ACCOMODATION POLICIES

The City of Sheboygan is committed to complying with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA) and State law. The City will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on the City.

A. Title I: In compliance with the Americans With Disabilities Act of 1990, the Rehabilitation Act of 1973, the ADA Amendments Act of 2008, and the Wisconsin Fair Employment Act, the City of Sheboygan prohibits discrimination against qualified individuals with disabilities in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. The City is committed to providing accommodations for eligible employees and applicants with documented disabilities.

### 1. Job Application Process

- a) All applicants for City positions must have accessibility to all steps in the selection process and are protected from disability related questions that could potentially screen them out of the application process. Reasonable accommodation will be provided to qualified applicants during the selection process, which may include supplying an interpreter or reader, to ensure that all applicants have accessibility to all phases of the process.
- b) Pre-offer physicals are prohibited by the City, as are inquiries regarding the existence of an applicant's disability or the nature and severity of the disability. After an offer of employment has been extended, it may be conditioned on the results of a medical examination. The information received during a medical exam will be held confidential, but a supervisor must be told of any restrictions or necessary accommodations. If the existence of a disability is revealed during the medical exam, an offer of employment may not be withdrawn unless the reason is job related and consistent with business necessity and no reasonable accommodation can be made or the disability poses a direct threat to the health and safety of the applicant, other employees or the general public and which cannot be eliminated by reasonable accommodation.
- c) The City is committed to making reasonable accommodation in the application process, job duties, and the work environment in compliance with equal employment opportunity, as long as such accommodations do not constitute an undue hardship on the City.
- d) If an applicant or employee believes they have been discriminated against in employment on the basis of a disability, he or she may file a complaint through the City's harassment complaint procedure, or he or she may file a

formal complaint with the Wisconsin Equal Rights Division of the Department of Workforce Development and/or the Federal Equal Employment Opportunity Commission.

## 2. Procedure for Requesting an Accommodation

- a) An employee who believes that he or she needs a reasonable accommodation to perform an essential function of their job should make that request through their direct supervisor, the ADA Coordinator or Human Resources Director.
- b) When a request for accommodation is received by the supervisor or when it is apparent that a reasonable accommodation may enable a disabled individual to perform the essential functions of the position, the employee will be directed to submit a Reasonable Accommodation Request Form with appropriate supporting documentation to his or her direct supervisor and the Human Resources Director for consideration.
- c) All requests for accommodation shall be responded to in a timely fashion, after the supervisor has engaged in the interactive process with the employee requesting the accommodation.
- d) The City reviews all requests for accommodation on a case by case basis and may provide a reasonable accommodation that allows the qualified individual with a disability to achieve the same level of job performance as other similarly skilled employees. The City is not obligated to provide an accommodation that causes an undue hardship on the City.
- e) All requests and documentation will be kept confidential and in a separate file.

## 3. Definitions

- a) Disability as defined under the Americans With Disabilities Act of 1990: A qualified individual who has a physical or mental impairment that substantially limits one or more major life activities;
- b) Disability as defined under the Wisconsin fair Employment Act: A physical or mental impairment that makes achievement unusually difficult or limits the capacity to work;
- c) Direct Threat to Safety: A significant risk to the health or safety of the individual or others that cannot be eliminated by reasonable accommodation;
- d) Essential Job Function: Those activities of a job that are the core to performing the position that cannot be modified;
- e) Interactive Process: The process by which an agent of the employer and individual requesting accommodation engage in, to discuss physical or mental abilities and limitations as they relate to the job's essential functions and to determine possible job accommodations;
- f) Major Life Activities: Caring for one's self, walking, sitting, standing,

speaking, etc.;

- g) **Qualified Individual with a Disability:** A person who meets legitimate skill, experience, or other requirements of the position that he or she holds and who can perform the essential functions of the position with or without reasonable accommodation;
- h) **Reasonable Accommodation:** Any modification or adjustment to a job or the work environment, such as job restructuring, modifying tests, modifying equipment, etc., that will enable an employee with a disability to perform the essential job functions; and,
- i) **Undue Hardship:** An action that is excessively costly, extensive, substantial, or disruptive or that would fundamentally alter the nature or operation of the business.

- B. **Title II:** It is the policy of the City to ensure that all citizens have an equal opportunity to participate in and receive the benefits of the services, programs, or activities of the City. The City is required to ensure all programs and activities are accessible, but are not required to make each and every facility accessible as long as all programs are readily accessible. There are several means by which the City can make its programs readily accessible to and usable by disabled individuals, including redesigning equipment, reassigning services or programs to alternative, accessible buildings, and altering existing facilities or building new facilities.

#### Section 2.05 FITNESS FOR DUTY

A department head may request a medical or psychological evaluation when: (1) an employee's conduct creates a reasonable belief that a threat to the health or safety of the employee, co-workers, the public, or to City property exists; or (2) there is objective evidence that the employee cannot effectively perform the essential job functions of their position. An appointment will be scheduled with a physician/psychologist upon agreement by the employee to attend an evaluation.

Employees who cooperate in attending a Fitness for Duty Evaluation will be placed on administrative leave status until such time as the report of results is received from the physician, recommendations are reviewed and work or leave status is re-evaluated. When the Fitness for Duty evaluation is ordered by the City and not due to an injury/illness, there will be no cost to the employee for the evaluation or any other evaluations or tests that the physician or psychologist may recommend. Employees will be required to sign a release to grant the physician or psychologist access to the employee's medical records. Results of the exam will be forwarded to the Human Resources Department, and will be reviewed with the department in question only as necessary. The information will be treated with the highest degree of confidentiality, and a copy of the report will remain in a confidential medical file within the Human Resources Department. A copy of the report will be made available to the employee upon request to the Human Resources Director. The employee will have the option to present this report to his/her personal physician for review and rebuttal, if the employee does not agree with the opinion.

If an employee chooses not to attend a City authorized Fitness for Duty Evaluation, the employee

will either be placed on sick leave or leave without pay status, until the employee provides medical documentation from his/her personal physician/psychiatrist at his/her own expense that states that the concerns noted by the employee's department have been reviewed, the essential functions of the employee's position have been reviewed, and that the employee is fit for duty and does not pose a threat to one's self or someone else. The City maintains the right to request a 2nd opinion and have the employee sign a release granting full access to the employee's medical records.

## Section 2.06 BACKGROUND CHECKS

Prospective employees of the City of Sheboygan may be subject to a background check. Depending on the nature of the position and the applicants applying for the position, the Human Resources Department will conduct varying levels of background screening to determine whether candidates for employment, promotion, assignment or transfer are suitable for the position they desire to obtain. Information that may be obtained or requested includes information relating to references, past employment, work habits, education, judgments, liens, criminal background and offenses, character general reputation, social media presence, and driving records. The City may also obtain information from a consumer reporting agency. Before denying an extension, assignment, promotion, or other benefit of employment, based in whole or in part, on information obtained in the consumer credit report, the City will provide a copy of the report and a description in writing of the applicant's rights under the Fair Credit Reporting Act.

As part of the application process, new applicants seeking employment will be required to sign an employment application that constitutes the employee's full waiver and release of any liability related to the background investigation. The application form also notifies the applicant that any false statements may be grounds for not employing or for dismissing the applicant after beginning employment. Applicants who refuse to sign the employment application will not be considered for employment.

## Section 2.07 NEPOTISM POLICY

It is the City's policy that relatives of persons employed by the City may be hired, promoted, assigned or transferred into positions only if they will not be working for or supervising a relative. This policy will be broadly interpreted in a manner that addresses the issue of inequitable consideration in decisions concerning work assignments, transfer opportunities, performance evaluations, promotions, demotions, disciplinary actions, and discharge. For the purpose of this policy, a relative is defined as spouse, parent, grandparent, child, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, stepparent, stepbrother, stepsister, stepchild, aunt, uncle, niece, or nephew. A supervisor is defined under this policy as a person who directs or has authority to direct the activities of, or has the authority to effectively recommend the hiring, promotion, transfer, discipline, or discharge of, employees under his/her purview.

## Section 2.08 PROMOTIONS

When position vacancies exist above the entrance level, in most cases they shall be posted on the city website and governmentjobs.com. Employees wishing to be considered for a vacancy must apply for the positions via the website. While tenure and work history are important aspects when determining promotions, no promotion shall be given to any employee without first going through the required posting and interview process.

## Section 2.09 SHORT-TERM TEMPORARY ASSIGNMENTS

### Fill in

## Section 2.10 PERFORMANCE EVALUATIONS

It is the City's objective that individual employees are being regularly evaluated by their supervisor throughout the year, and that problems are addressed as they arise. In addition to these regular conversations and evaluations, once a year employees and supervisors are required to meet to discuss the past year, review goals of that year, and set goals for the next year. Once the employee completes a self-evaluation, they will meet with their supervisor to discuss their evaluation and goals. After the supervisor meets and completes the evaluation and goal setting with the employee, they form must be approved by the Department Head before being sent to the HR Department for final review and filing.

These evaluations are not meant to be the basis for Performance Improvement Plans, terminations, or other forms of discipline. Those conversations and evaluations are expected to be occurring throughout the year as individual concerns with performance arise.

## Section 2.11 LAYOFFS AND FURLOUGHS

A. Layoff: The city in its discretion shall determine whether layoffs are necessary. The City may lay off an employee because of shortage of funds, shortage of work, discontinuance of services, changes in organizational unit; or for any other reasons, which do not reflect discredit on the service of the employee. Duties performed by laid off employees may be reassigned to other employees already working or holding positions in appropriate job classifications.

### B. Recall Provisions:

1. Employees who are laid off or displaced shall be placed on a recall list for a period no more than eighteen months maximum, after which time all recall rights are terminated. Should a vacancy occur in a position authorized to be filled from which an employee was laid off or displaced, said employee shall be recalled in order of their departmental seniority. Should a new position be created from which no employee was laid off, employees on a recall list may apply for the position but the City retains sole discretion in selecting the candidate from either the recall list or outside sources.

2. Employees to be recalled shall be notified by mail addressed to the most recent address appearing on the Human Resources Department's records. Laid off employees shall notify the Human Resources Department of any change of address. Employees so



recalled shall notify the City of their acceptance or rejection within seven calendar days of the date of the recall letter and report for work within 10 calendar days from the date of the recall letter. Failure to notify or failure to report or the refusal of an offer of re-employment shall terminate an employee's right to recall.

3. An employee on layoff status shall not lose credit for seniority accumulated at the time of layoff nor shall continuous service be considered interrupted if the employee is recalled within eighteen months of layoff. An employee recalled within 18 months of layoff shall be credited with sick leave accumulated as of the date of layoff.

4. Employees shall be granted the option of remaining in the group health insurance plan in accordance with the COBRA Act of 1986 from the effective date of layoff (according to policy provisions) provided the employee pays to the City of Sheboygan the full premium. Employees shall be granted the option to remain in the group life insurance plan based on salary for up to 18 months from the effective date of layoff, provided the employee pays the full premium.

C. Furloughs: Voluntary or mandatory employee furloughs involve placing employees in temporary non-duty, non-pay status for budgetary reasons as authorized by the Common Council. A furlough differs from a normal layoff in that employees continue to work on a fairly regular basis, with the City or individual departments scheduling employees to have certain days off. For example, a City department may elect to furlough a non-exempt employee by asking or requiring him/her to take off one or more days without pay.

## Section 2.12 SEPARATION FROM EMPLOYMENT

### A. Categories of Separation:

1. *Resignation* is a voluntary act initiated by an employee to end employment with the city. The employee who plans to resign or retire should provide written notice to their supervisor at least two (2) full weeks prior to their final work day in order to leave employment with the city in good standing. An employee in a supervisory role shall provide written notice to their supervisor at least four (4) full weeks' notice prior to their final work day in order to leave employment with the city in good standing. If the employee does not provide a full two (2) weeks' or four (4) weeks' notice, the employee will forfeit any paid time-off which they have accrued. An employee's paid time off requests can be denied or rescinded during the final two (2) week or four (4) week period. An employee with less than one (1) year of tenure will receive prorated payment for paid time-off which they have accrued. Upon receipt of the resignation, the supervisor should notify the Director of Human Resource or their designee. Any non-represented employee submitting their resignation is required to participate in an exit interview with Human Resources before any accrued leave will be paid out.

#### a. Withdrawal of Resignation

The Director of Human Resources, along with the Department Head, may choose to accept an employee's request to rescind his/her resignation. In the event an employee revokes a resignation, this will be reviewed and considered on a case by case basis.

2. *Retirement* is separation from employment with the City, either with or without notice, under the provisions of the Wisconsin Retirement System (WRS). Advanced notice of six (6) months prior to the planned retirement date may qualify for an incentive in the event the incentive exists.

3. *Job Abandonment*. An employee who fails to report to work or contact their supervisor for more than one (1) working day or fails to return from approved leaves of absence (i.e. FMLA, worker's compensation, unpaid leave of absence) or as outlined in the employee's collective bargaining (CBA) will be considered having abandoned their job. Supervisors shall notify their department head, Human Resource Director and City Administrator at the expiration of the second (2nd) work day and initiate the paperwork to terminate the employee.

4. *Total Disability* is separation from employment with the City, due to total physical or mental impairment, under the provisions of the WRS. The City will pay any accrued but unused PTO as provided by the terms of this manual.

5. In case of the *Death* of the employee, the employee's estate may be eligible to receive earned but unused PTO/overtime as provided by the terms of this manual.

6. *Resignation without Notice* is a voluntary permanent separation initiated by the employee without providing a written two week notice prior to leaving. The employee will be paid all proper compensation up to his/her final day of employment, but the employee will not receive severance benefits and payouts. The City reserves the right to terminate the employee before that date.

7. *Involuntary termination* is a permanent separation initiated by the City due to unsatisfactory work performance or misconduct including violations of the work rules. A department head or supervisor shall not terminate an employment relationship prior to consulting with the Human Resources Director. The employee will be paid all proper compensation up to his/her final day of employment.

8. *Layoff* can be a temporary or permanent severance of the employee's position with the City due to a reduction in the work force. Employees who are laid-off shall receive, as a severance gratuity, pay equal to the amount of PTO time he/she would be entitled to in the calendar year. If recalled in that same year, the employee would not be eligible for PTO for that year. Employees recalled subsequent to the calendar year they are laid-off would receive pro-rated PTO based on their years of service and the number of full months worked in such subsequent year. Accrued sick leave will be retained, but no further accumulation will be allowed during the period of layoff.

9. A *Furlough* is not a severance of the employee's position or a separation from employment.

B. Final Paycheck:

Every effort will be made to send employees who resign or are terminated his or her final paycheck on his or her final scheduled payday. The final paycheck will include all of the pay for hours worked as well as any payout of accrued time.

C. Return of Property, etc.:

Upon separation, the employee must return all property, records and complete required forms prior to receiving final payment for compensation or payment for any accrued PTO or sick leave as may be required by this manual. When an employee separates employment from the City of Sheboygan, the owning department supervisor shall complete a PCN at the time they receive notice. The completed worksheet shall be forwarded in its electronic format to the Human Resources Department. The employee should return their City P-Card to their Department Head or Purchasing Department no later than one (1) week prior to his or her last day worked, and shall return his or her City cell phone no later than the last day worked. The employee's network access, security and accounts shall be terminated on the last day of work.

D. Exit Interview

Every employee who voluntarily resigns from the City shall be required to participate in an exit interview with the HR Department in order to be eligible to receive any PTO payouts. This interview is intended to be beneficial for both the city and the departing employee. Employees will have the opportunity to air concerns or receive answers to specific questions. And, it is the intention of the City to obtain information that will help in recruitment and retention efforts. This interview shall be scheduled by the employee with any HR Generalists or the Director of HR prior to the employee's last day. Information obtained from the exit interview will be shared with the appropriate department managers and/or staff. Failure to participate in an exit interview may result in the employee not receiving their PTO payouts.

E. Use of Accrued PTO and Sick Leave Upon Termination:

Employees who terminate their employment with the City of Sheboygan and still have unused, accrued PTO will not be allowed to extend their time on the payroll in an attempt to use up the remaining, unused PTO.

Employees are expected to work every day during the required notice period after giving proper written notice.

### Section 2.13 PERSONNEL RECORDS

It is the policy of the City of Sheboygan Human Resources Department to maintain personnel files and records on each of its employees. This is to be done in a consistent and fair manner, while complying with State and Federal regulations. The Human Resources Department will maintain Primary Personnel Files, including Confidential Personnel Files, Medical Files and other miscellaneous files for all City of Sheboygan employees.

1. Employee Personnel file: Each employee's personnel file will contain following employment records:

- Job descriptions, job applications or resumes
- Payroll authorization forms, offer letters
- Personnel Change Notice (PCN) forms and records on compensation, transfers, promotions, dates of hire and seniority
- Signed acknowledgements of receipt and agreement for Employee Handbook and Policies & Procedures Manual
- Notices of commendation, warning, discipline or termination
- Notices of layoff, leaves of absence and similar matters
- Education and training notices and records
- Performance evaluations and/or interview evaluation ratings
- Records of complaints and/or grievances affecting employment status
- Resignation letters, separation checklists, separation agreements
- Unemployment documents

## 2. Procedure

### Access

An employee may view their personnel file by following the procedure listed below:

- An employee must provide a request to view their personnel file in writing to the Human Resources Department.
- The Human Resources Department will grant this request in accordance with Wisconsin Statute 103.13(2).
- Files may be viewed Monday through Friday, 8:00 am to 4:30 pm in the presence of an employee of Human Resources Department. An appointment will be pre-arranged for the session.
- In accordance with the §103.13(4), if an agreement to remove or correct the material cannot be reached between the employee and the Human Resource Director, and employee may submit a written statement to their personnel file explaining that they disagree with materials in that file.
- The employee may request one set of photocopies of materials from their file.
- A log shall be maintained for each personnel file listing the date the file was viewed, photocopies made, and the Human Resources staff member who witnessed the viewing.
- Employee's may request and view their file two times per year in accordance with §103.13.

### Satellite files

Supervisors may maintain satellite working files for their employees. These files should be kept confidential and locked in file cabinets. This documentation should be forwarded to Human Resources when the employee leaves City of Sheboygan employment. The contents of the file are discoverable in the event of legal action so supervisors need to appropriately document and maintain the files.

### Article III WAGE AND SALARY POLICIES AND PROCEDURES

The purpose of wage and salary policies and procedures is to fairly allocate each position to an appropriate grade or classification in such a way as to maintain equity between positions while taking into consideration factors such as education, experience, problem solving, work environment, supervisory responsibilities and other related factors contributing to the nature of the position. It also sets initial hiring rates and salary ranges, procedures for increases, as well as promotions and reclassification guidelines. The development and administration of the compensation program is the responsibility of the Human Resources Department, subject to approval of the City Administrator, with final approval of major adjustments remaining with the City Council.

#### Section 3.01 TIME ENTRY AND APPROVAL

It is the policy of the City of Sheboygan to follow state and federal guidelines regarding issuing employee pay for work services performed. Timekeeping and tracking requirements must be followed in order for employees to receive pay and the city to maintain compliance and accurate record keeping. All non-exempt employees shall be responsible for accurate and correct entry of ALL-TIME into the system. All employees shall be provided training and documented procedures outlining the time entry, submission, and approval process into the designated electronic timekeeping system. Falsification of time entry and failure to follow this policy and/or related procedures may result in corrective action up to and including termination.

#### 1. DEFINITIONS

##### A. **Employee Status** (See Fair Labor Standards Act (FLSA) Policy for full details)

1. **Non-exempt (Hourly)** – Employees who are covered by the Wage and Hour provisions of FLSA and are eligible for overtime compensation after 40 hours worked in a work week.
2. **Exempt (Salaried)** – Employees exempted by Wage and Hour provisions of the FLSA who are ineligible for overtime compensation.

##### B. **ALL-TIME** includes the following definitions:

1. **Regular time** – Shall include a compilation of regular authorized work hours, holiday time, and jury duty time.
2. **Overtime** – Work hours completed by the employee which exceed the Employee's regularly authorized 40-hour work week. (See FLSA Policy)
3. **Miscellaneous time** – May include the following
  - a. Shift Premium Pay
  - b. Call-Out Pay (DPW)
  - c. Field Lead Pay (DPW)
  - d. Pager Pay (Police)
  - e. Out-Of-Grade Pay (Fire)
  - f. Training Pay (Fire)
  - g. FLSA Overtime (see FLSA Policy)

**C. Time-Off** – May include the items below.

1. Holiday - (8-hour increment minimum, pro-rated for part-time; 10 paid holidays defined per annual schedule)
2. Paid Time Off – (May be taken in 1-hour increments at supervisors discretion)
3. Bereavement
4. Unpaid Leave
5. Miscellaneous TIME-OFF – may include the following:
  - i. Family Medical Leave (FML)
  - ii. Military Leave
  - iii. Jury Duty
  - iv. General Medical Leave of Absence (LOA)

**D. WORK WEEK** is defined as follows:

1. Work week is defined as Sunday (beginning of work week) through Saturday (end of work week).
2. For the employee's **ALL-TIME** entry into the electronic timekeeping system, those employees designated as full-time with a 40-hour work schedule shall enter total a minimum of 40 hours per work week.

**E. FLEX-TIME CONSIDERATION**

1. **FLEX-TIME** – A schedule arrangement which is pre-approved by the department head and allows the employee to change the starting and/or end time of their work day. The employee still maintains the total number of authorized Regular time hours during the same work week.
2. **FLEX-TIME** allows the department to stay within its approved salary budget and may be used instead of Overtime within the same work week. **FLEX-TIME CANNOT CARRY OVER INTO ANOTHER WORK WEEK.**
3. **COMP-TIME** is defined as paid Time-Off given to the employee in lieu of overtime pay. **COMP-TIME** is **NOT** an allowable practice within ALL CITY DEPARTMENTS and will **NOT** be honored. **COMP-TIME** will not be allowed except where authorized in collective bargaining agreements.

**F. EMERGENCY ABSENCES** are defined as follows:

6. **Separation of Employment** – Voluntary and/or involuntary (see Separation of Employment Policy).
7. **Illness, Injury, or Death** – not pre-authorized leave.

2. Employee Responsibilities

- a. Non-exempt employees shall enter their **ALL-TIME** (see Definitions) into the designated electronic timekeeping system on a daily basis.
- b. All employees shall enter their **Time-off** as soon as the time is known to the employee.
- c. The supervisor/approver shall complete an accurate and thorough review of the employee's time in the electronic timekeeping system no later than the end of the day on Monday of the following work week.
- d. If errors are discovered, the supervisor/approver shall notify the employee. Any corrections to the employee's time entry shall be completed by the employee only, with the exception of EMERGENCY ABSENCES. Corrections shall be completed no later than the end of the day on Tuesday following the previous work week.
- e. Final supervisory verification and submission of the employee's approved time shall occur no later than the end of the day on Wednesday following the previous work week.
- f. Payroll processors shall not be responsible to complete validation/verification of the employee's time entry into the electronic timekeeping system.
- g. Repetitive errors, unresolved corrections, and/or falsification by an employee to their time shall result in disciplinary action up to and including termination.

### 3. Supervisor/Approver Responsibilities

- a. Each department/division shall have a designated staff member(s) tasked to review their respective employees' time entry submission within the electronic timekeeping system. This duty may be fulfilled by either the department head and/or their designee(s). If supervisor/approver is out of the office, they shall notify their department head and designate an alternate approver.
- b. The initial review of the employee's time entry submissions within the electronic timekeeping system shall be completed by the supervisor/approver by the end of the day on Monday of the following work week.
- c. If errors are discovered, the supervisor/approver shall notify the employee by the end of the day on Monday following the previous work week. Any corrections to the employee's time entry shall be completed by the employee only, with the exception of EMERGENCY ABSENCES. The employee shall complete and submit any corrections by the end of the day on Tuesday following the previous work week.
- d. Final supervisory verification and submission of the employee's approved time shall occur no later than the end of the day on Wednesday following the previous work week.
- e. The employee's approved time entry shall arrive at the payroll processors in a fully accurate "Ready-State" to begin payroll processing. Payroll processors shall not be responsible to complete validation/verification of the employee's time entry into the electronic timekeeping system.
- f. In the event the employee did not submit a time entry in the electronic timekeeping system and/or corrections to an employee's time entry are incomplete by the end of

the day on Wednesday following the previous work week, emergency actions shall be used requiring approval from the city administrator/designee.

- g. Following completion of training, the supervisor/approver shall be granted a one-month grace period following the date of training.
  - h. Careless review resulting in repetitive and/or unresolved errors, and/or falsification to their respective employee(s) time shall result in disciplinary action up to and including termination.
4. For departments using electronic scheduling/timekeeping system other than Tyler-Munis
- i. The department shall be responsible for the exporting time from its scheduling/timekeeping system.
  - j. The department is responsible for the completeness and accuracy of the exported time from its electronic timekeeping system. Payroll processors shall not make any corrections or modifications to the exported time.
  - k. Directions to complete the transfer process will be provided by the payroll office.

## PROCEDURE

**Employees** shall follow this procedure to enter their time into the designated electronic timekeeping system.

Note: Exempt employees are only be required to enter **Time-Off** into the designated electronic timekeeping system. **Time-Off** entries should be entered prior to taking the time away from work. All other **Time-Off** pre-approvals and requirements apply.

1. The employee shall enter and submit their time into the designated electronic timekeeping system on a daily basis. The employee shall refer to any additional department-specific time entry instructions as necessary.
2. **Time-Off** is subject to any departmental protocols to ensure adequate staffing levels are maintained. Protocols may include a supervisor's pre-authorization for upcoming **Time-Off**. Please refer to any additional department-specific supplemental materials as necessary.
3. **Time-Off** shall be requested in the electronic timekeeping system and submitted for supervisory approval prior to taking the actual time off. Once approved by the supervisor, the **Time-Off** automatically populates in the employee's electronic timesheet.
4. The supervisor/approver shall complete an accurate and thorough review of the employee's time in the electronic timekeeping system no later than the end of the day on Monday of the following work week.
5. If an error is discovered, the supervisor/approver shall notify the employee, advising the employee to make corrections and re-submit the corrected time by the end of the day on Tuesday following the previous work week. Corrections shall be made by the employee only.



6. In the event the employee did not submit a time entry into the electronic timekeeping system and/or corrections are unresolved by end of the day on Wednesday following the previous work week when they are due in the payroll office, emergency actions shall be used requiring approval from the city administrator/designee in an effort to generate a paycheck.
7. Supervisor/approver shall not make any corrections to the employee's time entry submissions. Exceptions may be made in the event of EMERGENCY ABSENCES or after the employees final day.
8. The employee's approved time entry shall arrive at the payroll processors in a fully accurate "Ready-State" to begin payroll processing.
9. Payroll processors shall not be responsible to complete validation/verification of the employee's time entry into the electronic timekeeping system.
10. Questions may be directed to the payroll office.
11. It is the employee's responsibility to review their paycheck to verify accuracy.

### Section 3.02 PAY POLICY

Employees shall be compensated at the rate established by the Common Council and shall be paid on a bi-weekly basis. Payday is the Friday two weeks after the completion of the two-week pay period. When the normal Friday payday is a designated non-work day, employees will be paid on the banking day preceding the regular payday.

### Section 3.03 DIRECT DEPOSIT

All employees shall be required to have direct deposit. Up to three (3) financial institutions may receive funds, as designated by the employee. One (1) financial institution shall be designated as receiving 100% of the remaining direct deposit; the other two (2) options, if elected, need to identify a designated dollar amount of the deposit.

### Section 3.04 OVERTIME

Overtime for non-exempt employees shall only be worked by an employee at the direction of, and with the prior authorization of, the Department Head. Any employee working overtime hours without such pre-authorization will be subject to discipline, up to and including termination. It shall be the responsibility of every Department Head to assign overtime work only when emergencies or other compelling circumstances prevent the reasonable accommodation of additional work through the reassignment of work priorities or through the rescheduling of hours within the same workweek. Note: If possible, it is preferred to use Flex-Time in lieu of Overtime. Flex-Time is a schedule arrangement that is preapproved by the Department Director, should be used to ensure the department stays within its approved salary budget as a means to reduce

Overtime costs. Flex-Time must be used within the same work week, and cannot carry over into another work week.

- A. **Non-Exempt Employees:** Non-exempt employees shall be compensated for actual time worked to a maximum of a 40-hour work week, after which time full-time regular employees required to work additional hours in excess of 40 hours per week shall be paid overtime compensation. For purposes of computing overtime within a given work week PTO, floating holidays, and holidays shall not be considered hours worked. The hourly pay rate for authorized overtime worked by any non- exempt employee shall be one and one-half times the regular hourly wage rate.
- B. **Emergency Overtime:** Employees are required to work emergency overtime. An emergency for the purpose of this section shall constitute an unforeseen occurrence (including, but not limited to all weather problems) requiring immediate action to provide necessary City service. The Employer shall offer the emergency overtime hours to employees working the immediate previous shift. Emergency overtime is hereby defined as overtime not known at least 72 hours in advance. In the event that no employee on the previous shift volunteers to work, the Employer shall have the right to require an employee, on a rotating basis, and working the previous shift to work four hours of emergency overtime contiguous to their previous shift. To fill the remaining four hours of emergency overtime, the Employer shall utilize the provisions contained in this section by contacting employees on the shift following such emergency overtime, with the right to require an employee on a rotating basis scheduled to work the remaining four hours of emergency overtime. In the event the Employer is unable to fill any remaining overtime because the Employer is unable to reach an employee working the shift following said emergency overtime, the Employer shall call employees to work the remaining overtime. One documented call will be made to every person within the specific classification with a message left when possible.  
  
If no one is contacted, the person assigned to the first four hours will be required to work the entire shift.
- C. **Non-Emergency Overtime:** Non-emergency overtime shall be posted as available to all employees in the classification needed. If no one signs up for available overtime, the posted overtime shall become emergency overtime within 72 hours of the needed overtime.
- D. **Call-In Pay:** Certain positions at the City require that employees be available to work other than his/her regular work hours, especially after hours, on weekends, and holidays. Any non-exempt employee reporting to work outside of their normal work hours shall receive pay one and one-half times the regular hourly wage rate regardless of other hours worked in that week. Such pay shall only be paid to an employee once per day. In the event that these additional hours put the employee over 40 hours, this pay represents the FLSA overtime pay requirements. In no case will an employee be compensated twice for the same hours (i.e. call in pay and FLSA overtime pay).
- E. **Exempt Employees:** Exempt employees shall not earn overtime pay.
- F. **Shift Premium:** Non-exempt and non-represented City employees (excluding Transit or Library employees) will be issued for hours worked outside of traditional office hours. Shift

premiums apply as follow:

6:00 a.m. – 5:59 p.m. – No shift premium

6:00 p.m. – 11:59 p.m. - \$0.35/hour

12:00 a.m. – 5:59 a.m. - \$0.45/hour

### Section 3.05 PAYROLL DEDUCTIONS

Automatic payroll deductions shall be made as required by applicable State and Federal law. The following items are among the deductions that may be made from an employee's gross pay, although not all are applicable to every employee and some are paid by the City: Federal income taxes, State income taxes, FICA (Social Security), Medicare, charity deductions, deferred compensation program deductions, wage assignments, health insurance deductions, life insurance deductions, and deposits to credit unions or other financial institutions.

### Section 3.06 FINAL PAYOUT

Employees leaving in good faith may qualify for a payout of earned but unused benefits.

A. Retirement: In the event of an employee's retirement or proper resignation notice, the employee qualifies for a payout of all unused PTO the year in which the employee becomes inactive. Upon death, the employee's beneficiary/estate will be issued a severance payout in accordance with state/federal requirements. Those non-supervisory personnel who quit while a disciplinary action is being performed, are terminated for willful misconduct, or fail to provide two weeks resignation notice (i.e., a minimum of ten work days that are not covered by PTO) will not be eligible for a severance payout. Those supervisory personnel who quit while a disciplinary action is being performed, are terminated for willful misconduct, or fail to provide 4 weeks resignation notice (i.e., a minimum of 20 working days that are not covered by PTO) will not be eligible for a severance payout. Only earned, unused PTO is eligible to be paid out. Any amount used that was not earned is withheld from the employee's final payout. The term "retirement" as used herein shall mean the employee must be retired under the Wisconsin Retirement System and has applied for and will be or is receiving monthly annuity payments immediately after the retirement date.

a) PTO Severance

All employees who have been employed for more than 1 year, will have all earned but unused PTO paid out. PTO may not be used during the resignation time unless mutually agreed upon and approved by the Director of Human Resources and Labor Relations.

\*\*\*ANY EMPLOYEE WHO LEAVES EMPLOYEMENT WITHIN ONE YEAR OF STARTING IS NOT ELLIGIBLE FOR ANY PAYOUT\*\*\*

\*Protective Service employees assigned to the 24-hour shift will have the following formula for vacation severance calculation: regular, biweekly pay divided by 112 multiplied by 24.

b) Sick Bank Account

Upon a qualified retirement (WRS eligibility requirements), employees with a

balance in their sick bank account are eligible to receive a portion of the account to either use towards the cost of post-employment medical insurance premiums or a cash payout of 50% of the maximum qualified value. This provision does not apply to protective service command staff employees who are eligible to access their complete bank. The maximum eligible amount an employee “qualifies” for depends on the employee/union group the employee was part of as of December 31, 2011:

As of December 31, 2011 And Upon Retirement Payout Value	Qualified Value Available For Retiree Medical or COBRA Med Insurance	Eligible
Non-Rep Employees: Max Value	Up to 576 Sick Bank hours = Max Value	50% of Max Value
AFSCME (DPW) & City Hall: 50% of Max Value	Up to 672 Sick Bank hours = Max Value	50% of Max Value
Professionals: Max Value	Up to 640 Sick Bank Hours = Max Value	50% of Max Value

Example: DPW Employee/City Hall Employee  
A long-term DPW employee decides to retire. He was hired in 1980 (employees hired before 1978 do not have their bank divided by 2). On December 31, 2011, this employee made \$17.86 per hour and he had 972 hours in his Sick Bank. The value of his Sick Bank \$17,359.92 as of December 31, 2011, and he has not used time from the bank since then. Upon actual retirement (WRS eligible, receiving an annuity), he has the ability receive a portion of that bank in one of two ways:

Option 1: Qualified Portion applied to COBRA medical insurance continuation  
The retiring employee may apply the qualified portion of his Sick Bank to apply towards the medical Insurance election (COBRA). (This money is not available for dental or other COBRA benefits.) This employee’s Qualified Max Value is 672 hours x \$17.86 or \$12,001.92.

Option 2: Qualified Portion 50% Payout  
The retiring employee may choose to receive a lump-sum payout equal to 50% of his qualified portion of the max value. His qualified Maximum Value payout is \$6,000.96.

Option 3: Qualified Portion applied to Retirement Health Reimbursement Account  
The retiring employee may apply the qualified portion of his/her Sick Bank to apply towards an account that is available for medical expenses or non-COBRA premium contributions upon a qualified WRS retirement.

B. Retirement of Non-Rep Command Staff: Upon a promotion from Local 483 into a Fire Command Staff position or promotion from the Sheboygan Professional Police Officer Supervisors’ Association into a police command staff position, and upon reaching a WRS qualified retirement for protected-service, sworn employee and who actually retires, a Fire Command Staff or Police Command Staff employee may retain the retirement severance benefits earned at time of

promotion “OR” follow applicable Non-Represented retirement benefits (Tier II or III, depending on start-date of promotion). Said election to be made at time of retirement notification.

### Section 3.07 POST EMPLOYMENT HEALTH INSURANCE

Non-represented employees qualify for continuation of coverage in health and dental insurance. Due to the changes in benefits over time, some employees may have grandfathered benefits. For reference purposes, there are 3 classifications employees may fall into relating to post-employment health insurance:

#### A. Class / Tier II

Non-represented employees as of December 31, 2011 (employee was not in a bargaining unit) who did not meet eligibility for retirement under WRS guidelines as of December 31, 2011. Upon retirement, providing an employee in this group achieves at least 15 years of service as a non-represented employee and retires from an exempt position, the employee is eligible to remain on the health insurance plan for 5 years post-retirement. A non-exempt employee who has been a non-rep for at least 15 years is eligible to remain on the health insurance plan for 2.5 years post-retirement. Premium payment in either situation is 50% City funded and 50% employee funded for either Single or Family coverage until either the retired employee or spouse becomes Medicare eligible.

#### B. Class / Tier III

All new employees hired on or after January 1, 2012, and employees hired before January 1, 2012 who were covered under an employment contract prior to January 1, 2012 are qualified for COBRA continuation of coverage. COBRA is available for 18 months following the last day of the month in which an employee retires or terminates employment.

#### C. Surviving Spouse

In the event an active employee dies, the surviving spouse may remain on the City of Sheboygan Health Insurance Plan. The spouse would be responsible for 100% of the premium contribution plus 2% administrative fees. In the case of death of a retired employee in Class I or Class II, the spouse would be eligible to continue on the City of Sheboygan health insurance plan until the spouse becomes eligible for health insurance through his/her own employer, by marriage, or becomes Medicare eligible. The surviving spouse would be responsible for the same premium contribution. In the case of death of a retired employee in Class III, the spouse may be eligible for an additional COBRA benefits, following federal guidelines.

### Section 3.08 SALARY AND COMPENSATION ADMINISTRATION

The City of Sheboygan is committed to rewarding team members in a fair and consistent manner. We offer compensation and rewards that support equity and align with our diversity, equity and inclusion values. We aim to attract and retain employees to contribute to the success of the organization. This policy is subject to change with approval of the Common Council. The Human Resources Director shall be responsible for the administration of the compensation policy.

#### A. ROLE OF HUMAN RESOURCES DEPARTMENT IN SALARY ADMINISTRATION

1. Developing, implementing, and monitoring organization-wide compensation policies, procedures and programs, ensuring adherence to them.
2. Developing and maintaining current job classification analysis and job description information throughout the organization, continually monitoring changes to the jobs, and revising analyses and job descriptions as appropriate.
3. Providing analysis and recommendations to support the annual Compensation Plan.
4. Providing compensation administration reports and data needed for effective program review and control.
5. Developing recommendations for and implementation of approved compensation rates, structures and practices; reviewing market data to determine changes necessary to ensure that the organization is competitive within the relevant municipal and private sector labor markets.
6. Ensuring compliance with wage and hour laws and regulations.
7. Consulting with the external compensation consultants and/or experts, as well as internal managers, supervisors, and employees on compensation and performance management problems and issues.
8. Developing, implementing and monitoring performance management policies, procedures and programs. This includes developing and reviewing the effectiveness of performance evaluations activities and ensuring that employees receive timely and accurate appraisals.
9. Preparing updates to the Compensation Plan document contained herein for Common Council review and approval, and providing this information to all employees covered by the program.
10. Educating employees on the current Compensation Plan.

#### B. ROLE OF INDIVIDUAL DEPARTMENT IN SALARY ADMINISTRATION

1. Ensuring that approved compensation administration policies, programs, and procedures are followed in all divisions within the department.
2. Reviewing and approving all job descriptions and ensuring that the Human Resources Department is informed of all new and changed jobs so that jobs can be re-analyzed and new and/or updated job descriptions can be developed. This includes accurate completion

and submission of either Personnel Change Notification (PCN) forms and/or Personnel Actions to the Human Resources Department for advanced review and approval prior to hiring. The department director should submit the PCN to Human Resources two (2) weeks prior to the date of the requested change.

3. Provide and submit complete and thorough documentation to support any position changes which are considered to be Budget-Neutral, and/or any Position Reclassification Request changes to the Human Resources Department to initiate the review and approval process.
4. Recommending revisions in salary administration policies, procedures, and practices to the Director of Human Resources when deficiencies and problems are identified.

#### C. ROLE OF FINANCE AND PERSONNEL COMMITTEE IN SALARY ADMINISTRATION

1. Approves, subject to Common council approval, annual recommendations submitted by the Human Resources Director regarding major salary administration policy decisions including:
  - i. Salary Range adjustments
  - ii. Across-the-Board increases, (if applicable)
  - iii. Merit Increase contained within Annual Budget (if applicable)
2. Approves all modifications to the Compensation Plan described herein, for final approval by the Common Council.

#### D. ROLE OF THE COMMON COUNCIL IN SALARY ADMINISTRATION

3. How much, if any, salary ranges should be adjusted to be externally and internally competitive;
4. How much, if any, should be budgeted for across-the-board Salary Range adjustments (if necessary to maintain internal equity);
5. How much, if any, should be budgeted for Merit Increases;

These decisions shall be made based on information and recommendations provided by the Human Resources Director and approval of the Finance and Personnel Committee.

In addition, upon recommendation of the Human Resources Director and Finance and Personnel Committee, the Common Council shall approve all changes to the overall Compensation Plan described herein.

#### E. DEFINITIONS

- A. Fair Labor Standards Act (FLSA): A federal act that sets minimum wage, overtime pay, equal pay, record keeping and child labor standards for employees who are covered by the act and who are not exempt from specific provisions. An employee classified in the Compensation Plan as “Exempt” is not eligible for the overtime compensation provisions of FLSA.

- B. Base Pay: An employee's initial rate of compensation, excluding extra lump sum compensation, shift premium, etc. An employee's base pay can be expressed as a base hourly rate of pay or as an annual salary.
- C. Budget-Neutral: The requested change is no greater or less than the designated salary amount contained within the annual budget currently in place through adoption by the Common Council. Budget-Neutral change requests cannot be measured against the actual realized salary expense and/or operating budget performance amounts which the requesting department is experiencing at the time the request is submitted for review.
- D. Compensation Plan: A schedule of pay ranges listing the job classifications and minimum/maximum rates. All regular positions shall be placed in one of these ranges based on the JDQ and point factor job evaluation.
- E. Emergency: For purposes of this policy, an emergency shall be defined as unplanned, significant event that affects the operation or service level of the department as determined by the Department Director, Human Resources Director and the City Administrator.
- F. Interim Assignment: When an employee is assigned to a different position on a temporary basis, because of a vacancy.
- G. Job Description Analysis Questionnaire (JDQ): A job analysis that outlines the responsibilities and the requirements necessary to perform the functions of the position. The JDQ is utilized to evaluate the position responsibilities for allocation to the appropriate salary grade.
- H. Maximum Rate: The maximum rate, the top rate for a salary grade, is the maximum salary the city will pay a position. The base salary for an employee shall not exceed the maximum rate established for their respective salary grade.
- I. Midpoint: The center of an open pay range, which is typically the comparable market average pay for a position. The midpoint provides a reference point to measure progression within the pay range.
- J. Minimum Rate: The salary for any employee shall not be less than the minimum established for their salary grade provided minimum requirements of knowledge and/or certification of the position are met.
- K. Non-base pay adjustment: Pay adjustments generally in the form of a lump sum or other forms that do not increase the employee's base pay.
- L. Personnel Change Notification Form (PCN) / (Personnel Actions): This form is completed by the supervisor and authorized by the department director and submitted to the Human Resources Generalist at least two (2) weeks prior to the date of the authorized change and/or hire date to an existing employee's position, status, grade, salary range, and/or hire of a new employee for a previously authorized position. In the case of terminations or retirements, this form is submitted with information referencing final pay-outs and eligibility for rehire.



## F. PROCEDURE

### *DETERMINATION OF SALARY RANGES*

The Compensation Plan shall be based on the principle of equal pay for equal work. Salary ranges within the Compensation Plan shall be determined with regard to factors including, but not limited to: training and ability; level of work; physical demands; independence of actions; supervision exercised; experience required; human relations skills; working conditions or hazards and impact of errors; and prevailing rates of pay for similar jobs in public and private employment as determined by the city.

### *ENTRANCE PAY RATE*

The entrance pay rate shall be within 60% of the minimum pay range. All appointments, including department heads, **above the 60% must be authorized in advance**, by a majority of the Finance and Personnel Committee Chair, City Administrator and the Human Resources Director.

### *NEW POSITION REQUEST PROCESS*

#### 1. Classification Consideration

A request for classification of a new position may be initiated by a department director, or by the Human Resources Director. The department director will work with the Human Resources director to complete a Job Description for the new position. Requests for classifications may occur throughout the year as positions are created.

A request for classification consideration of a new position must be in writing to the Human Resources Generalist. This request includes completion of the new position's Job Description. The Human Resources Generalist will initiate the external market analysis review process to determine the appropriate compensation rate. A JDQ may need to be completed during the review process as well.

#### 2. Review of Requests

Following the internal review by the Human Resources Director, the Human Resources Generalist will submit the JDQ and any supporting documentation to the consultant for evaluation. The consultant will recommend a grade assignment for the position. The consultant may request further information to complete the review.

#### 3. The Employer's Response to the Consultant's Recommendations

The department director will be informed of the final decision in writing. Following approval by the Common Council, the Human Resources Department shall proceed with the hiring process will be based on findings of the consultant in respect to this new position classification

### *CLASSIFICATION AND/OR RECLASSIFICATION*

The Position Classification Review Process is the method for determining pay range assignment of new positions and/or reclassification actions involving substantial changes in the duties and responsibilities of an existing position or external market changes.

#### a) Classification or Reclassification Consideration

A request for reclassification of a current position may be initiated by a department director, or by the Human Resources Director. Requests for reclassifications for existing positions are due by September 1<sup>st</sup>, reclassifications may occur throughout the year if positions are created or become vacant.

Reclassification requests due to substantial changes in position for existing positions requires that the employee and the department director document substantial changes in existing duties since the most recent review. Duty changes may be from substantial, immediate reassignment of duties due to reorganization, or may be the result of a logical and gradual change of responsibilities over a period of time. To be considered for reclassification, changes should be stable and typically should have been in effect for at least six (6) months preceding the reclassification request so that it is clear that the changes that exist are likely to remain for some period of time. Reclassification will not be considered for temporary changes in duties.

Reclassification requests due to external market changes for existing positions requires that the employee and the department director submit the current Job Description and the most recent or up to date JDQ.

A request for classification or reclassification consideration must be in writing to the Human Resources Generalist. The Human Resources Generalist will guide the appropriate process for a review.

#### b) Review of Requests

Following the internal review by the Human Resources Director, the Human Resources Generalist will submit the JDQ and any supporting documentation to the consultant for evaluation if the criteria for reclassification is met. If the reclassification is appropriate, the consultant will recommend a grade assignment for the position. The consultant may request further information.

#### c) The Employer's Response to the Consultant's Recommendations

The employee and the department director will be informed of the final decision in writing. The effective date of any compensation changes will be based on the specific circumstance of the reclassification.

### *COMPENSATION PLAN COMPONENTS*

The Compensation Plan drives annual salary changes. The annual salary changes within the Compensation Plan are subject to Common Council approval, and propelled by adequate budgetary factors.

Compensation Plan adjustments are typically made on an annual basis as adequate budgetary factors allow. The Human Resources Director shall recommend such adjustments to the City Administrator and Finance Director based on ageing the existing Compensation Plan according to an annual adjustment which may correlate to inflationary factors experienced during the current year. The Compensation Plan Adjustment takes the form of a modification to Compensation Plan with the goal of maintaining market competitiveness of the Compensation Plan.

#### *PAY RATE ADJUSTMENTS*

The Human Resources Director, applicable Department Director, Finance Director and City Administrator shall determine the pay status of an employee based on the following:

- a) Transfers – When an employee is transferred from one (1) classification to another with a common salary range, the employee shall continue to receive the same pay rate unless a different rate is deemed appropriate by the Director of Human Resources.
- b) Promotion – When an employee is promoted from one classification to another having a higher salary range, the employee shall receive an increase as deemed appropriate. The employee will receive a minimum of a 5% increase for any promotion and be placed at the step closest to, but above 5%.
- c) Demotion – When an employee accepts a position in a lower salary grade for any reason, a rate of pay shall be determined. For consideration of the placement into the new salary range, such factors as experience, qualification, length of service, average value of overtime lost and the level of pay similar to employees in the pay range shall be considered.
- d) Upward Re-Classification – When an employee's position is reclassified into a higher salary grade, the employee will remain at the same step they are in under the new grade.
- e) Downward Re-Classification – When an employee's position is reclassified into a lower salary grade, the employee's pay will remain the same until they reach the step above their pay at the time of re-classification.
- f) Equity Adjustments – Equity adjustments are salary changes outside of the normal programs (as listed above) to remedy salary issues such as external pressure in high demand areas, internal salary compression, and/or retention considerations. Equity adjustments may also be used when additional duties are added.

Article IV BENEFITS

Section 4.01 TAX IMPLICATIONS

Employees should be aware that certain benefits may be subject to State and/or Federal tax. The City assumes no responsibility as to items taxed or as to the amount of such taxes.

Section 4.02 HOLIDAYS

Employees are eligible for holiday pay upon hire provided the employee is actively working the day before or after the holiday. The following days are observed as holidays for the City and may be modified if appropriate and approved by the City Administrator.

New Year’s Day, Friday Before Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, New Year’s Eve

Section 4.03 PAID TIME OFF

Qualified employees will be eligible for paid time off (PTO) upon hire and/or through time worked. Part-time, qualified employees will receive a prorated amount of paid time off based on their actual work hours worked the previous year (if part-time the previous year) or the average scheduled projected hours worked divided by a 40-hour work week.

PTO is available for qualified employees to take vacation, take care of personal business, or tend to unplanned issues in life. All time off must be coordinated with supervisor approval where possible/practical to allow for continued departmental operations.

Employees will be granted PTO as of January 1 of each year based on their length of continuous service they will reach during the year with the City of Sheboygan in accordance with the schedule listed below.

- Employees with 0-4 years of service: 160 hours
- Employees with 5-12 years of service: 200 hours
- Employees with 13-20 years of service: 240 hours
- Employees with 21+ years of service: 280 hours

Employees will be credited with the additional week of PTO in January of the year in which an employee reaches the milestone. For example, on January 1, Jane is employed four years and will reach her fifth year in March. Jane will get 200 hours of PTO as of January 1 that year.

- Protected Service Non-Represented Employees working a 5-2 schedule
  - >5 years: 160 hours
  - 5-9 years: 200 hours
  - 10-14 years: 240 hours
  - 15+ years: 280 hours

- Protected Service Non-Represented Employees working a 24-hour shift
  - If working the traditional 24-hour shift:
    - >5 Years of Service: 14 Tours (244 hours)
    - >15 Years of Service: 17 Tours (312 hours)
    - >20 Years of Service: 18 Tours (336 hours)

>22 Years of Service: 19 Tours (360 hours)

PTO must be used during the calendar year or it will be forfeited. Depending on departmental and/or staffing needs, employees may be able to carry over up to 40 hours of paid time off into the next calendar year. Requests must be approved by the Department Head and forwarded to the Director of Human Resources and Labor Relations for approval by December 15.

PTO may not be donated to other employees.

Prorated PTO Schedule for Non-Represented Employees:

New full-time employees are issued 16 hours of PTO for the months of January through October worked up to 160 hours and have access to those hours after 30 days of employment. Any employee hired in October, November, or December will receive 16 hours of PTO. For example, an employee who starts June 15 would be pro-rated for June, July, August, September, and October and would receive 80 hours of PTO (16 hours x 5 months). On January 1 following the start date, that employee will receive 160 hours of PTO per the schedule above.

\*\*\* ANY EMPLOYEE WHO LEAVES EMPLOYMENT WITHIN THE FIRST YEAR WILL NOT BE ELIGIBLE TO RECEIVE ANY PAYOUT OF PTO\*\*\*

#### Section 4.04 SICK LEAVE BANK

Sick leave was discontinued in 2012 and for all employees hired after 2012 should use PTO for their sick time. Employees who were hired prior to 2012 and have a balance in their sick bank accrual may use the sick leave immediately during the duration of any state or federal qualifying Family Medical Leave.

#### Section 4.05 FMLA

It is the policy of the City of Sheboygan to comply with all applicable State and Federal laws concerning military family leave, family leave, medical leave, or caretaking leave.

This policy applies only to leave designated under State or Federal law. Leave designated under this policy may overlap or duplicate leave available under collective bargaining policies or other personnel policies. Sick leave, vacation, and leave of absence provisions under any collective bargaining agreements remain in effect.

Leave provided by the City which is taken for the same reasons as leave covered by the FMLA is not in addition to leave provided under the FMLA. If leave qualifies for family or medical leave under either or both the Federal and State laws, the leave used counts against the employee's entitlement under both State and Federal FMLA concurrently. Leave covered by the FMLA will be deducted from the entitlement under the FMLA.

Both State and Federal Family and Medical Leave entitlement will be counted based on a calendar year (January-December).

#### A. Eligibility

Employees are entitled to FMLA benefits as follows.

## 1. Federal FMLA

In order for employees to be eligible for leave under the Federal Family Medical Leave provisions, they must have been employed by the City of Sheboygan for at least 12 months (whether consecutive or not) and have worked at least 1,250 hours during the 12 months prior to the start of the requested leave.

- a. Any absence from work due to military service covered under the Uniformed Services Employment and Reemployment Rights Act (USERRA) must be counted toward the employee's 12-month employment period when determining FMLA eligibility.
- b. Time spent on paid or unpaid leave does not count in determining the 1,250-hour eligibility

## 2. State FMLA

In order for employees to be eligible for leave under the Wisconsin Family Medical Leave provisions, they must have been employed by the City of Sheboygan for at least 52 consecutive weeks and must have been paid for at least 1,000 hours during the 52 weeks prior to the start of the FMLA leave. If an employee is maintained on the payroll for any part of the week, the week counts as a week of employment.

## B. Benefits

### 1. Federal FMLA

Federal law allows employees a total of 12 weeks for:

- a. Family leave for the birth of an employee's child or because of the placement of a child with the employee for adoption or foster care. Federal law requires that leave conclude within 12 months after the birth.
- b. Family leave to care for a child, legal ward, spouse, parent, or covered servicemember suffering from a serious health condition.
- c. Medical leave for an employee to care for their own serious health condition which renders them unable to perform the essential functions of the job.
- d. Exigency leave due to a spouse, child, or parent who is on active military duty or National Guard who has been notified of an impending call to active duty status in the or Reserves, in support of a contingency operation. Also included are servicemembers in the regular armed forces who are on active duty in a foreign country or are called to active duty in a foreign country.

- i. Eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty.
- ii. The amount of time an eligible employee may take for Rest and Recuperation qualifying exigency leave is expanded to a maximum calendar days.

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Federal law allows employees a total of 26 weeks of leave in a single 12-month period (regardless of calendar year) for caring for a spouse, son, daughter, parent, or next of kin who is a covered servicemember/veteran recovering from a serious illness or injury sustained in the line of duty. A covered veteran is defined as an individual who was discharged or released at any time during the five (5) year period prior to the first date the eligible employee takes FMLA to care for the covered veteran. A dishonorable discharge disqualifies the veteran from coverage.

## 2. *State FMLA*

State law allows employees leave as follows:

- a. Up to six (6) weeks of family leave for the birth or adoption of a child. This leave must commence within 16 weeks of the birth or adoption of a child. If nonconsecutive leave is taken, the last increment of the nonconsecutive leave must commence no later than 16 weeks after the birth or adoption date.
- b. Up to two (2) weeks of family leave to care for a child, legal ward, spouse, domestic partner, or parent (including parents-in-law and parents of a domestic partner) suffering from a serious health condition.
- c. Up to two (2) weeks of medical leave for an employee to care for their own serious health condition which renders them unable to perform the essential functions of the job.
- d. Up to six (6) weeks of medical leave for bone marrow or organ donation, in accordance with the Bone Marrow and Organ Donation Leave law (Section 103.11 Wis. Stats.). [Note: This leave may run concurrent with FMLA if the bone marrow or organ donation qualifies as a serious health condition under Federal or State FMLA.]

## 3. *Concurrent Leave*

Leave qualifying for both Wisconsin and federal FMLA leave will count against the employee's entitlement under both laws and will run concurrently. However, when the reason(s) for qualified leave differ, the leave may not run concurrently under federal and

state law, and an employee may be entitled to more than 12 weeks of leave in a calendar year. This type of leave occurrence will be evaluated and reviewed with the employee at the time of the leave. Qualified leave taken under Worker's Compensation also will run concurrently with federal FMLA leave.

#### 4. *Non-Continuous or Intermittent Leave*

Employees are permitted to take leave provided for in this subsection C on an intermittent (blocks of time) or reduced work schedule in no less than one-hour increments, as follows:

- a. Federal FMLA
  - i. To care for a sick family member or for an employee's own serious health condition when medically necessary, or when it is necessary to care for a family member or next of kin who suffered an injury or illness while on active duty.
  - ii. To care for a newborn, adopted, foster child when approved in advance by the City.
  - iii. For military family leave when approved in advance by the City.

Note: Employees requesting non-continuous federal FMLA leave that is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse or parent with a serious health condition or for the employee's own serious health condition may be required to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than the regular employment position of the employee. An employee temporarily transferred will receive the same pay and benefits, but may be assigned different duties.

- b. State FMLA for any purpose provided for in subsection C.2, so long as it does not unduly disrupt the department's operations.

The employee may not take, or be required to take, more leave than medically necessary to address the circumstances that caused the need for the leave.

#### 5. *Pregnancy-Related Conditions*

The City does not discriminate against anyone who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this policy and all applicable laws.

Upon request, the City will consider providing reasonable accommodations for health conditions related to pregnancy or childbirth in accordance with all applicable laws. Depending on the accommodation requested, an employee may be required to provide medical substantiation of the need for accommodation. Accommodations may not be



available if such health conditions prevent the performance of the essential functions of the employee's position.

Requests for accommodations or time off associated with pregnancy and/or childbirth that are not related to medical incapacity (such as time off for bonding, pre-birth house preparations, or child care) will be considered in the same manner as other requests for unpaid personal leave.

#### 6. *Nursing Parents*

Under the PUMP Act and Section 4207 of the Patient Protection and Affordable Care Act of 2010, employees are allowed reasonable break time to express breast milk. Supervisors should, as much as possible and consistent with efficient operations, exercise the necessary flexibility to allow employees who wish to use paid breaks to express breast milk to do so even if do so falls outside of standard times for such breaks. The City shall provide appropriate private, lockable locations in each building which is the primary worksite for the employee. Bathroom facilities or facilities immediately adjacent to bathroom facilities are not appropriate locations.

#### 7. *Payments while on FMLA Leave*

In general, both Wisconsin and federal FMLA leaves are unpaid. Under the Federal FMLA, the City of Sheboygan requires the leave to be charged against available and accrued paid leave (such as PTO, floating holidays, or compensatory time), including leave provided by a collective bargaining agreement. Under the Wisconsin FMLA, employees may choose substitute leave.

An employee on FMLA Leave will continue to accrue all benefits provided by City policies and collective bargaining agreements.

#### 8. *FMLA Leave for planned medical treatments*

Employees who take medical leave should make reasonable efforts to schedule planned medical treatments so as not to unduly disrupt business operations.

### C. Procedure

#### 1. *Employee's Request*

Employees requesting leave must submit a Request for Leave form to the Human Resources Department at least 30 days, or as soon as practicable, in advance of taking leave. If circumstances do not permit an employee to give notice in advance of taking leave, the employee must notify the Human Resources Department and submit the Request for Leave form as soon as reasonable and practical. This should be interpreted to mean within one to two working days of the employee learning of the need for leave. Failure to give

timely notice may result in the delay or denial of FMLA leave and may subject you to discipline under Municipality policies.

In emergencies, if the leave request cannot be made by the employee in writing, the employee's supervisor should fill out a leave request in writing and forward it to the Human Resources Department.

Upon receipt of the request, the Human Resources Department must approve or deny the request, give reasons for any denial, and specify any additional information required as well as the employee's rights and responsibilities under federal and state FMLA, as applicable. Additionally, the Human Resources Department shall inform employees and Department Heads if leave will be designated as FMLA-protected or if it has determined that the leave is not FMLA-protected. The Human Resources shall also inform employees of the amount of leave counted against the employee's leave entitlement. Appeal of any denial or other adverse decision may be made first to the Human Resources Director, and then to Common Council, which may, at its discretion, provide for a committee thereof to hear such appeals.

When approving requests, the Human Resources Department shall provide a Designation Notice setting forth the designation of anticipated leave under federal and state FMLA law and any other designation that may be appropriate.

## 2. *Medical Certifications*

If the leave is for a family member's or the employee's serious health condition, the employee must submit a medical certification from the employee's or the family member's health care provider within 15 days. Documents containing family information must be kept confidential pursuant to the Genetic Information Nondisclosure Act (GINA).

If an employee does not provide the required certification by the designated deadline, or if the City determines that an employee's absence is not covered as FMLA leave, the leave may not be designated as Wisconsin and/or federal FMLA leave, and the employee may be subject to discipline under City attendance policies unless the employee uses accrued paid leave and/or is granted a non-FMLA leave of absence.

The City may require a second opinion and periodic certification. If a first and second opinion differ, the City may require the binding opinion of a third health care provider, approved jointly by the City and the employee and paid for by the City. When required by the City, second or third certifications shall be at the City's expense and periodic recertifications shall be at the employee's expense. The City requires periodic reports during federal FMLA leave regarding the employee's status and intent to return to work.

## 3. *Employer Designation*

The City will require completion of FMLA documentation, including a Request for Leave, when an employee misses more than three (3) consecutive scheduled work days due to a

qualifying FMLA event. If the leave is determined eligible, it will automatically be counted against the employee's FMLA entitlement. In such a case, the Human Resources Department shall provide a Designation Notice setting forth the designation of anticipated leave under federal and state FMLA law and any other designation that may be appropriate. Said notice shall also include any of the relevant information required by virtue of Subsection D.1 of this policy.

#### 4. *Worker's Compensation and Light Duty*

Federal FMLA will run concurrent with worker's compensation provided that the injury meets the criteria for a "serious health condition", as defined by law. Substitution of accrued paid leave is not allowed for Worker's Compensation absences unless an applicable labor agreement provides otherwise.

If an employee accepts a light duty assignment while on worker's compensation, that time may not count against the employee's family or medical leave entitlement. If the light duty position is declined and the employee elects to stay on FMLA leave, the employee may give up their worker's compensation benefits.

#### 5. *Health Insurance Benefits*

Group health insurance coverage will be maintained for employees while they are on FMLA leave, on the same terms as if the employee continued to work. The employee will be required to pay their regular portion of health insurance premium payments on a monthly basis.

The City may recover its share of health insurance premiums paid during a period of unpaid FMLA leave from an employee if the employee fails to return to work for a minimum of 30 calendar days after the expiration of the leave. The City may not collect the premiums if the reason the employee does not return is due to continuation, recurrence, or onset of a serious health condition that would entitle the employee to leave under FMLA, or other circumstances beyond the employee's control.

The City may discontinue health insurance benefits if the employee fails to make a premium payment within 30 days of the due date after providing written notice to the employee of the cancellation of coverage for non-payment.

#### 6. *Other Benefits*

Other benefits under the City's Benefit plan may be continued during periods of unpaid FMLA leave, and arrangements should be made for employee's portion of the payments with the Human Resources Department.

#### 7. *Status While on Leave*

During the leave, the employee must update the Human Resources Department at least every 30 days of their status with health care provider certification and the intention to return to work. The Human Resources Department will inform the employee's supervisor of the status of the employee's intention to return to work.

8. *Extra Leave*

Leave beyond the FMLA entitlement must be approved in advance and is subject to any collective bargaining agreements or policies and procedures.

9. *Return to Work*

The City shall provide all employees on FMLA a list of the essential functions of their position along with the "Designation Notice." All employees returning from FMLA for their own serious health condition must provide a Fitness for Duty statement signed by their treating physician and specifically indicating that the essential functions of the job can be performed. A form is available in the Human Resources Department that includes information about the requirement that the statement address the employee's ability to perform the essential functions. Upon return from FMLA leave, an employee shall be restored to his or her original position or, if the position is not vacant, to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. Notwithstanding these provisions, before an employee who is unable to perform the functions of their job upon expiration of FMLA leave is terminated, the City shall consider whether other provisions of City policy or a collective bargaining agreement are applicable and whether the Americans with Disabilities Act, provisions of the Wisconsin Fair Employment Act, or other legal provisions are applicable.

Employees who return from an absence that they desire to be counted as FMLA must give notice within two days of returning to work. If notice is not timely, the employee may not assert FMLA protection.

10. *Availability of Forms*

Forms referred to in this section are available through the Human Resources Department. The Human Resources Director is responsible for maintaining, updating, and making available all such forms.

E. *Additional Provisions*

1. *Correspondence*

Any correspondence sent to an employee on leave will be sent to their last known address filed with Human Resources. Employees must notify Human Resources of any change of address.

2. *Falsification of Forms*

An employee will be subject to disciplinary action up to and including discharge for falsifying any information required or requested as part of the process for receiving leave or benefits under the FMLA or this policy.

### 3. Unlawful Acts by Employer

FMLA makes it unlawful for any employer to:

- a. Interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- b. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### Section 4.06 PERSONAL LEAVE OF ABSENCE

Only serious compelling reasons shall be considered for granting a request for a leave of absence (i.e. verifiable severe family or personal problems, employer approved educational leave, etc.) Request for leave must be submitted to the employee's immediate supervisor at least 30 calendar days before the commencement of the leave unless a dire emergency prevents this procedure from being followed. Employees shall make arrangements with the HR Department to pay fully for health and other insurance premiums if their leave will extend more than five working days. All other fringe benefits shall be suspended for the duration of the leave except the employee's seniority date.

#### Section 4.07 MILITARY LEAVE OF ABSENCE

It is the policy of the City of Sheboygan to allow military leave to all employees who temporarily leave the service of the city to join the military forces of the United States. Such leave will be without pay for all regular part-time, seasonal, temporary and grant-funded non-represented employees. Regular full-time employees shall be granted a leave of absence from their position without loss of pay. The city will pay such an employee for time lost in the amount equaling the difference between military pay and their normal city pay.

For a regular, full-time employee to receive the difference between military pay and their normal city pay, the employee must complete the Military Leave Notification form prior to said leave unless precluded by military necessity. Upon return from said leave, the employee shall submit to the city the pay records from the military substantiating the pay they received during that time. For employees who are contributing towards the WRS, the state provides that the employee is responsible for making the WRS employee-required contributions. Upon returning from unpaid military leave, the employee has the choice whether to make up all, some or none of the total WRS employee-required contributions dating to the employee's military leave of absence.

Employees requiring leave due to voluntary or involuntary service in the uniformed services shall be granted time off, reinstatement and health insurance continuation and any other rights or benefits that are available to employees on nonmilitary leaves of absence, whether paid or unpaid, in accordance with applicable State law and the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 4.08 BEREAVEMENT

The City shall grant employees pay for lost time up to three days due to the death in the employee’s family. The City understands that families contain many relationships, both by blood and not, and it is the policy of the City that each employee can best determine who qualifies as family.

In order to be able to use any time under this provision, an employee must contact their department head prior to the leave and provide documentation (usually an obituary) to Human Resources establishing the deceased individual. This leave is intended to provide employees the ability to plan and/or attend a funeral service, and mourn the loss of their loved one. However, this leave is only available after the death of the decedent.

In addition to the time provided under this policy, supervisors shall allow PTO or unpaid time off to ensure employees have the adequate time needed to care for themselves during these matters. The Director of Human Resources shall be responsible for approving all leave time related to bereavement.

Section 4.09 JURY DUTY

Employees who are subpoenaed and serve on jury duty on an involuntary basis on any days which are scheduled workdays for them shall be excused for the time spent in jury service and shall receive their regular rate of pay (no greater than 8 hours of pay for each full day served) for said time served on jury duty, not to exceed sixty (60) days per calendar year, subject to the following provisions:

- (a) The employee must present proof of jury duty service, stating the dates and hours per day served on jury duty.
- (b) The employee shall immediately endorse his/her check for such jury service over to the human resources/payroll department.
- (c) When the employee is excused for jury service, the employee shall report back to work within one hour to complete his/her shift unless the employee choses to utilize paid time off for the absence.

Section 4.10 UNIFORM REIMBURSEMENT

Employees who are required to wear special clothing or use special equipment for their work will receive an allowance of the following amounts:

- a) Uniform Allowance: \$100/yearly
- b) Safety Shoes/Boots: \$100/yearly
- c)Glasses with safety lens: \$50/ 2 years (with proof of purchase)
- d) Protected Service Command Staff: Same as Union Allowance

#### Section 4.11 PARKING

City employees will receive employer paid parking in either a specific parking location or a parking lot.

#### Section 4.12 EMPLOYEE TRAVEL EXPENSE REIMBURSEMENT POLICY

All employees, elected officials, and members of commissions and committees who are directed or authorized to travel beyond the borders of the City, and the community in which they live, on behalf or in the service of the City shall be entitled to reimbursement for lodging, meals, transportation, communications and miscellaneous expenses upon submission of such expenses on an Expense Report along with receipts. Expenses incurred by employees will be reimbursed if they are necessary, reasonable, and of standard quality, reported and supported in proper detail, and approved by the employee's supervisor.

##### A. Normally Allowable Items:

1. Lodging (receipt required);
2. Meals;
  - a. Out-of-Town - Except breakfast on date of departure and dinner on date of return, unless due to unusually early departure or late return.
  - b. In Town – When hosting on a matter of City business;
3. Transportation Costs – Shall include cost of air, rail, bus, taxi, auto rental, mileage, parking and tolls; and,
4. Miscellaneous – Tips, etc.

##### B. Items Usually Not Allowable:

1. Personal entertainment;
2. Personal clothing, toiletries or barbershop/salon;
3. Personal travel accident and auto insurance;
4. Spousal travel;
5. Excessive expenditures in any category; and,
6. Liquor.

Employees should follow the Travel Expense Guidelines policy as published and updated by the Finance Department when determining allowable expenditures.

#### Section 4.13 WISCONSIN RETIREMENT SYSTEM

Employment with the City of Sheboygan may qualify an employee to participate in the Wisconsin Retirement System. The City will provide the WRS required city contribution. Employees will be required to pay the required employee portions following WRS guidelines for both Civilian Non-Represented Employees and Protected Service Non-Represented Employees.

#### Section 4.14 DEFERRED COMPENSATION

Employees may elect to defer a specified amount from each paycheck into a Deferred Compensation plan. The amount deducted from each paycheck shall be deposited by the City to the account of the employee for accumulation and earning under the deferred compensation plan provided by the agency selected by the employee. Deferred compensation is fully funded by the employee, the City makes no contributions.

The City will periodically allow recognized deferred compensation program agencies to meet with employees to assist them in determining their voluntary participation, by facilitating any predetermined payroll deduction, and by keeping records of such deductions.

#### Section 4.15 EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program (EAP) is a program designed to provide professional counseling services to City employees and their immediate family members. The services provided are confidential and up to six visits are free of charge. The City is not notified which employees have used the service.

#### Section 4.16 FITNESS CENTER REIMBURSEMENT

In order to support employee efforts of healthy living and wellness, the City of Sheboygan will reimburse full-time employees up to \$50/month to offset/cover the cost of a gym membership for those employees who visit their gym eight (8) or more times a month. Employees must submit both a proof of payment and proof of participation documentation in order to be eligible to receive the reimbursement. Said reimbursement will only be for the actual cost of the employee's membership up to \$50. More information is available from the Human Resources Department.

#### Section 4.17 INSURANCE OPTIONS

##### A. Medical Coverage

The City of Sheboygan provides a comprehensive health and dental insurance plan for qualified employees, as well as other benefits including PTO. Permanent, full-time employees (regularly scheduled to work 30 or more hours per week) are eligible for all available benefits. Permanent, part-time employees who work between 20-29 hours per week are eligible for a prorated portion of benefits.

**Opt-out Payment:** An eligible full-time employee may elect to waive health insurance coverage and will receive an amount determined by the City per year (pro-rated for partial year opt-out) payment. This payment will be paid in one lump sum during the last quarter of the calendar year for active employees and is a taxable benefit. Employees who leave employment will be paid out on their last payroll. (This benefit is not available to employees who received a contribution to their Health Savings Account from the City of Sheboygan in that calendar year.

**Health Savings Account:** For employees on the city's health insurance, the City will partially fund the employee's Health Savings Account ("HSA") following the



employee's election. Single participants will receive \$750 and Family will receive \$1500. See Human Resources for details.

#### B. Dental Insurance

The City offers dental insurance. See Summary Plan Documents for an overview of the benefits.

#### C. Vision Insurance

The City offers vision insurance. See Summary Plan Documents for an overview of the benefits.

#### D. Life Insurance

Upon completion of the qualifying period, the City provides eligible employees with the Wisconsin Group Life Insurance Plan equal to one-times an employee's annual salary. Premiums for basic coverage are paid 50% by the City and 50% by the employee. Employees have the option to purchase up to 4 additional units of life insurance at 100% employee cost. Additional coverage available for spouse and/or children.

#### E. Additional Options

Insurance options and rates may change every year and the City offers several other insurance options for employees. Please see the most recent benefit guide to view all available insurance benefits for employees.

### Section 4.18 TUITION AND TRAINING REIMBURSEMENT

#### A. Training Reimbursement

Employees are responsible for developing and maintaining individual training and development plans. These plans will identify strategies to acquire the skills, knowledge, and abilities needed to fulfill core competencies and current responsibilities, as well as areas for growth and enhancement of skills, knowledge and abilities. Training and development plans are to be revised at least annually and must be approved by the employee and their supervisor. A copy of the approved plans (and annual revisions) is to be forwarded to HR for inclusion in the employee's personnel file.

Opportunities to participate in training programs are announced by memo to team leaders/managers. Depending on the nature and purpose of the training program, participation will be evaluated based on the department's need and individual responsibilities within each department/team. Other requests for training programs outside of the employee's responsibilities will be evaluated based on space availability. Requests to attend training programs should be made to the employee's supervisor.

It may be necessary to obtain training/education from outside companies which offer specific courses and topics relative to specialized needs. Such classes must support further objectives set forth in the employee's training and development plans. Department budgets must allocate fees, travel expenses and incidental expenses for training/education programs into the team budget.

Employees are to report completed classes, seminars, etc. to the Human Resources Team on the appropriate form so that personnel profiles can be updated.

## B. Tuition Reimbursement

It is the policy of the City of Sheboygan to provide educational assistance to eligible employees in accordance with our established guidelines. This program provides reimbursement of authorized costs of tuition, books, materials and registration fees.

Application for educational assistance must be submitted in advance of registration and approved by Human Resources and the employee's Department Head. Forms for authorization and reimbursement are available from the Human Resources Team. The City of Sheboygan will reimburse employees based on the following considerations:

- Employees must have completed at least six months of continuous service prior to applying for educational assistance.
- Employees must not be on probation or formal disciplinary action.
- Employees must remain employed for the duration of the course in order to be eligible for reimbursement.
- The course(s) must be taken at an accredited educational institution.
- Courses of study must be directly related to employee's present job or determined to enhance the employee's reasonable potential for advancement, as determined by and the supervisor or Director of Human Resources.
- All costs incurred must be verified by original receipts and transcripts of grade(s).
- Reimbursement will be made only for out of pocket costs of tuition, books, materials and registration fees and not reimbursed for those paid by other sources.
- You must receive a grade of "C" or higher or a passing grade for "Pass/Fail" courses.

The City of Sheboygan will reimburse the employee for eligible expenses equal to 100% of the total authorized costs, up to a maximum of \$1,500 per calendar year, plus 50% of the next \$2,000 spent for authorized costs in the same calendar year. Such reimbursement may be deemed taxable income by the IRS.

Employees are expected to schedule class attendance and the completion of study assignments outside of their regular work hours. The educational reimbursement agreement may be terminated or revoked should an employee's job performance fall below acceptable standards or employment terminated during course of study. The City of Sheboygan may seek restitution from employees who do not complete six months of employment following receipt of educational reimbursement.

Records of all education and training programs completed by each employee must be forwarded to and will be maintained by the Human Resources Team.

#### Section 4.19 Adverse Weather

In the event of severe weather, the City Administrator or Department Head or his/her designee may decide that the offices will not open. Managers will try to notify employees by telephone if they are not to report to work. In the event the City makes the decision to close the offices, all employees in the closed department who were scheduled to work will receive pay for the time they were scheduled.

In the event that City offices are not closed, but the employee is unable to report to work due to adverse weather, that employee will be required to use PTO to make up for the time missed.

DRAFT

## Article V EMPLOYMENT PRACTICES

### Section 5.01 RULES OF CONDUCT

All City employees are expected to meet a standard of conduct appropriate to the reputation of the City. While at work employees are responsible to be aware of and abide by existing rules and regulations. It is also the responsibility of employees to perform their job duties to the best of their abilities and to the standards set forth in their job descriptions, or as otherwise established.

#### A. Expected Conduct

Employees are expected to conduct themselves in a positive and professional manner in order to promote the best interests of the City. Examples of appropriate employee conduct include the following (this list is NOT intended to be all-inclusive):

1. Treating all citizens, visitors and co-workers with respect and in a courteous manner;
2. Refraining from conduct that is offensive;
3. Reporting to management suspicious, unethical or illegal conduct by co-workers, citizens or business associates of the City;
4. Cooperating with any City investigation;
5. Complying with all City safety and security regulations;
6. Wearing clothing appropriate for the work being performed;
7. Performing assigned tasks efficiently and in accord with established standards;
8. Reporting to work punctually as scheduled and being at the proper work station, ready for work, at the assigned starting time;
9. Giving proper advance notice whenever unable to work or report on time;
10. Maintaining cleanliness and order in the workplace and work areas.

#### B. Prohibited Conduct

Any conduct that interferes with operations, discredits the City, or is offensive to citizens or co-workers will not be tolerated. The following are examples of conduct that is strictly prohibited (this list is NOT intended to be all-inclusive). At management's discretion, any violation of City policy or any conduct considered inappropriate or unsatisfactory may subject an employee to discipline up to and including termination:

1. Possession of fire arms or other weapons on City property (unless employee is required to carry a firearm or other weapon as a condition of employment or it is in an employee's car);
2. Fighting or assaulting a co-worker or citizen;
3. Threatening or intimidating co-workers, citizens, business associates, or guests;
4. Engaging in any form of sexual or other harassment;
5. Bullying
6. Reporting to work under the influence of alcohol, illegal drugs, controlled substances or other narcotics;
7. Disclosing confidential City information;

8. Falsifying or altering any City record or report, such as an employment application, medical reports, production records, time records, expense accounts, absentee reports, or shipping and receiving records;
9. Stealing, destroying, defacing, or misusing City property or another employee's or citizen's property;
10. Misusing City communications systems, including electronic mail, computers, internet, and telephones;
11. Refusing to follow management's instructions concerning a job related matter or being insubordinate;
12. Failing to wear assigned safety equipment or failing to abide by safety rules and policies;
13. Smoking where prohibited by local ordinance or City rules;
14. Using abusive language;
15. Sleeping on the job without authorization;
16. Gambling on City property;
17. Engaging in pranks or horseplay;
18. Accepting tips or gifts in the course of work;
19. Claiming sick leave under false pretenses;
20. Working unauthorized overtime;
21. Deliberately restricting work output or encouraging another employee to do so;
22. Illegal, immoral, offensive or indecent conduct during the workday.
23. Illegal, immoral, or indecent conduct off the job if it tarnishes the image of the employer or impacts on an employee's ability to effectively interact with other employees.

## Section 5.02 RULES OF ETHICS

The city maintains certain policies to guide its employees with respect to standards of conduct expected in areas where improper activities could damage the reputation and otherwise result in serious adverse consequences to the city and to employees involved. This policy outlines the Wisconsin State Statutes regarding ethical standards and guidelines established by the Wisconsin Board of Ethics.

### A. Prohibited Conduct

#### 1. *Use of office for private gain*

No public official may use their public position or office to obtain financial gain or anything of substantial value for the private benefit of themselves or their immediate family, or for an organization with which they are associated (§19.59(1)(a)). This includes the acceptance of free or discounted admissions to a professional baseball or football game. A local public official is *not* prohibited from using the title or prestige of their office to obtain campaign contributions that are permitted and reported as required by Chapter 11 of the State Statutes.

#### 2. *Offering or receiving anything of value.*

No person may offer or give to a public official, nor may a public official solicit or accept from any person, anything of value if it could reasonably be expected to influence the public

official's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the official. However, a public official is not prohibited from engaging in outside employment (§19.59(1)(b)).

A candidate for office or a public official may not utilize their vote to influence or promise to take or refrain from taking official action on matters under consideration or upon condition that any person make or refrain from making a political contribution or provide or refrain from providing any service or other thing of value, to or for the benefit of a candidate, a political party, any person who is subject to a registration requirement under §11.05, or any person making a communication that contains a reference to a clearly identified public official or candidate for public office (§19.59(1)(br)).

3. *Taking action affecting a matter in which an official has financial interest.*

A public official may not take any official action that substantially affects a matter in which the official, a member of their immediate family, or an organization with which the official is associated has a substantial financial interest. Nor, may the official's office be used in a way that directly or indirectly produces or assists in the production of a substantial benefit for the official, or one or more members of the official's immediate family, or an organization that the official is associated with.

a. *Exceptions*

A public official is not prohibited from taking any action concerning the lawful payment of salaries, employee benefits or reimbursement of actual and necessary expenses. Nor is the official prohibited from taking official action to any proposed modification of a municipal ordinance (19.59(1)(c)).

4. *Bribery*

Public officials and employees are prohibited from accepting any property or other personal advantage they are not authorized to receive by anyone who promises this with the intention of influencing the public official or employee's conduct regarding any matter in which law is pending (§946.10).

5. *Misconduct in office*

a. **Public officials and employees are prohibited from:**

1. Intentionally failing or refusing to perform a known mandatory, nondiscretionary, ministerial duty of their office or employment within the time or in the manner required by law (§946.12(1)).

2. Performing an act knowingly in excess of their lawful authority or one in which they know they are forbidden by law to do in their official capacity (§946.12(2)).

3. Whether by act of commission or omission, exercising a discretionary power in a manner inconsistent with the duties of their office or employment or

the rights of others and with intention to obtain a dishonest advantage  
for themselves or another (§946.12(3)).

4. Intentionally falsifying an account, record book, return, certificate, report  
or statement in the officer or employee's official capacity (§946.12(4)).

5. Intentionally soliciting or accepting anything of value, known by the officer  
or employee to be greater or less than is fixed by law, for the  
performance of any service or duty (§946.12(5)).

6. *Tickets and access to premium areas*

a. Local public officials should not accept or purchase a ticket to an event, access to  
a loge, skybox or other premium area unless it can be clearly demonstrated that:

1. The transaction is not prohibited under other sections of the statutes; and
2. The ticket or access can't be expected to influence or reward an official's  
vote, actions, inactions or judgment; and either
3. The ticket or access is offered for reasons unrelated to the official's current  
or previous office; or
4. The ticket or access is available to the general public in the same manner  
(§19.45(2); §19.59(1)(a)).

b. **Exceptions**

1. **Substantive or ceremonial governmental responsibilities:** If an official's  
participation in an event is due to substantive or ceremonial governmental  
responsibilities for the benefit of the government, an official may attend the  
event without payment or on terms not available to the general public  
(§19.56(3)(c)).

2. **Ticket of no pecuniary value:** If ticket or access is of no pecuniary value,  
an official may accept it.

3. **Admission to certain stadiums:** An official should not accept a discount  
on the use of a skybox, private luxury box, or on the price of admission or  
parking at any major stadium, fieldhouse and/or sports or entertainment venue  
(§19.451)

7. *Sale to employees*

The governing body of a city and any department is prohibited from selling to employees any  
article, material, product or merchandise, except meals, public services and equipment  
required for the safety or health of the employees (§175.10).

8. *Sale to licensees*

The governing body of a city may not sell or offer to sell to any person holding or applying for a license any bond, material, product or thing which may be used by the licensee in carrying on the business subject to licensure (§125.51(b)).

B. Private interest in public contracts (§946.13)

1. **Private action:** An official or employee is prohibited from negotiating, bidding or entering into a contract in which they have a private pecuniary interest, direct or indirect, if the officer or employee is authorized or required by law to participate in the making of the contract or perform some official function requiring the exercise of discretion (§946.13(1)(a)).
2. **Official action**
  - a. An official or employee is prohibited from participating in the making of a contract or performing some function requiring the exercise of discretion in which they have a private pecuniary interest, direct or indirect (§946.13(1)(b)).
  - b. This section is not applicable to an officer or employee by reason of their holding not more than 2% of the outstanding capital stock of a corporate body involved in such contract (§946.13(5)).
3. **A contract entered into in violation of this section is void and the city in whose behalf the contract was made incurs no liability (§946.13(3)).** This section is not applicable to contracts creating a public debt (as defined in §18.01(4)), if the requirements of §18.14(1) have been met. No evidence of indebtedness (as defined in §18.01(3)) shall be invalidated on account of a violation of this section by an official or employee, but such officer or employee and the surety on the officer's or employee's official bond shall be liable to the state for any loss to it occasioned by such violation (§946.13(6))

C. Eligibility of Other Officers

1. Members of the Common Council are not eligible for any office or position that has been created by, or the selection to which is vested in, the board or council, unless they resign from the board or council before being appointed to an office or position which was not created during the member's term in office (§66.0501(2)).
2. Members of a Common Council or Board may be represented on boards and commissions where no additional compensation (except a per diem), is paid to the representatives of the governing body and the tenure of the representatives is fixed. A representative who is a member of a board or commission may receive a per diem only if the remaining members of the board or commission may receive a per diem (§66.0501(2)).



3. Members of a Common Council may run for a new or existing elective office, but the compatibility doctrine applies if the member is elected and would be required to choose between two elected offices. Individuals may run for two elected offices at the same time (§8.03(2m)).

D. Incompatibility Doctrine (§66.11(2))

1. An official cannot hold two offices or an office and a position where one is superior to the other, or from a public policy perspective, it is improper for one person to perform the duties of both positions. Generally, municipal governing body members may not hold other municipal offices or positions, unless specifically authorized by statute. However, elected officials can serve as volunteer firefighters or EMT's when the annual compensation is \$2,500 or less (including fringe benefits) (§66.11(4)).

2. Elected officials are prohibited, during their elected term, from taking municipal jobs created during their term of office, even if they resign. A governing body member may be appointed to an office or position which was not created during the member's term in office, as long as the member resigns first.

3. Governing body members may run at any time for a new or existing office, but, if elected, "incompatibility doctrine" applies.

4. Governing body members may be appointed to serve on local boards or commissions where no salary is paid to such board members.

E. State Code of Ethics Guidelines

1. *Receipt of goods and services*

a. Under the State Board of Ethics, local public officials may accept and retain:

1. Items and services offered unrelated to the official's position (i.e. food, drink, transportation, and lodging) (§19.59(1)(a)), and which could not be expected to influence or reward an official's vote, action or judgment.

2. Expenses provided by or for the benefit of the governmental unit.

3. Items of insubstantial value.

b. Officials should not accept:

1. Items or services offered that are more than nominal value because of an official's public position.

2. Items that could influence an official's vote, actions or judgment.

3. Items or services that could be considered a reward for an official's action or inaction.

4. Transportation or traveling accommodations which would normally be charged.

2. *Seminars and conferences*

Officials may accept food, drink, travel and lodging that is provided by or approved by the event's organizer and approved by the governmental unit. Food, drink and entertainment provided outside of the conference or activities at hospitality suites or receptions should not be accepted.

3. *Participating in general policy decisions*

Officials may participate in actions where they have a personal interest as long as:

- a. The action affects a class of similarly-situated interests;
- b. The interest or the effect of the action on the interests of the official, an immediate family member, or an organization the official is associated with is not significant when compared to other members of the class.

4. *Creating or modifying a policy*

When called upon to circulate a rule or issue a policy, a public official may participate in the action, even though it may affect them, a member of their immediate family, or an organization with which they are associated, as long as:

- a. The official's action affects a whole class of similarly-situated interests.
- b. The official's interest, or that of their family, or the associated organization is insignificant when compared to all affected interests in the class.
- c. The action's effect on the official's interest, or that of their family, or the associated organization is neither significantly greater nor less than upon other members of the class.

5. *Abstaining from official action*

When a matter comes before a board, commission or other body in which the official is a member and should not participate, the official should leave that portion of the meeting that involves discussion, deliberations or votes related to the matter, and the meetings minutes should reflect this.

F. Local Ordinances

The city has enacted Sheboygan Municipal Code, Article 2- III, Division 2 establishing a Code of Ethics for public officials and employees.

G. Ethics Advisory Opinions

1. Individual (personally or on behalf of an organization or governmental body) or appointing officer (with the consent of a prospective appointee) may request of the city attorney, an advisory opinion regarding the propriety of any matter to which the person is or may become a party.
2. Advisory opinions and requests shall be in writing. Any individual requesting an advisory opinion or any individuals or organizations mentioned in the opinion shall not be made public, unless the individual, organization or governmental body consents to it and

alterations are made to the summary of the opinion, which prevents disclosure of the identities of individuals involved in the opinion.

### Section 5.03 ATTENDANCE/TARDINESS POLICY

Regular attendance, reporting for work on time, and working to the end of the work period is expected of each employee. Unsatisfactory attendance, including reporting late, or quitting early, may be cause for disciplinary action up to and including discharge.

1. Reporting Absences/Tardiness: An employee who is absent from work must call his/her immediate supervisor or the Department Head as soon as possible, but no later than one-half (1/2) hour before the established starting time. The employee must indicate an anticipated return to work date at that time. If the return to work date changes, the employee must immediately notify their supervisor or Department Head of the new date. Employees must personally call in each day they are absent unless previous arrangements are made with their supervisor to cover such situations such as surgery, hospitalization, long recuperation, or similar circumstances. Employees who fail to notify their supervisor or Department Head of an absence or tardiness may result in discipline. Employees who miss work due to tardiness will not be paid for lost time nor will they be allowed to make the time up.

2. Leaving During Working Hours: Other than Administrative Managers, Department Heads and supervisors, all other employees must obtain permission from their supervisor or Department Head prior to leaving during work hours, unless the need to leave is due to an emergency. Failure to notify a supervisor/Department Head in a nonemergency situation may result in disciplinary action.

3. Employees who are absent from work due to illness or injury for three consecutive work days will be required to submit a certificate of illness signed by a licensed physician upon request, and a release to return to work signed by a licensed physician in some cases prior

to being permitted to return to work. If the employee's time off was a covered FMLA absence, then return to work provisions under the FMLA policy will apply.

4. In the case of suspected abuse of sick leave, or to determine fitness for duty, the City may request a doctor's excuse or fitness for duty certification at any time.

5. The employment relationship shall be broken and considered a resignation if an employee:

- a. Is absent from work for three (3) consecutive workdays without notification;

- b. Fails to report to work within ten (10) days after having been recalled from layoff; or
  - c. Fails to report for work at the termination of an authorized leave of absence.
6. FMLA absences are considered approved time off and not counted against an employee for disciplinary purposes.

#### Section 5.04 WORKPLACE VIOLENCE AND WEAPONS PROHIBITION

The city is committed to providing a safe workplace for its employees and a safe environment for the residents of the community, and has a zero-tolerance policy toward any intimidating, threatening or violent behavior at the workplace. This policy applies to any form of violence occurring on the worksite, or involving city employees engaged in the performance of their work duties whether on or off the worksite. Violence occurring at other locations involving city employees will come under this policy if it adversely affects the interests of the city. In addition, this policy applies to domestic violence situations when physical harm, threat of harm or fear of harm creates a safety issue for any employee while performing their job. Domestic violence threats at work must be met with the same level of response as any other kind of threat. Supervisors/directors will work to the extent reasonably possible to ensure that employees are free from intimidating, threatening and violent behavior while at work.

Patrons and employees are prohibited from bringing authorized, concealed and/or unconcealed weapons, as defined by state statute (i.e. handgun, knife, bully club or taser) to the worksite, including the storage of weapons with their personal belongings in the workplace. This prohibition does not include firearms stored in an employee's personal vehicle, even while on city business, and do not apply if the firearm is in a vehicle driven or parked in a parking facility, or to any part of the building, grounds or lands used as a parking facility, as well as city parks (this restriction does not apply to employees who use city-provided vehicles). Law enforcement officers employed by the City of Sheboygan Police Department or other agencies may bring firearms to the worksite if authorized by the Chief of Police.

Patrons and employees are prohibited from carrying a concealed or unconcealed weapon in a law enforcement facility, jail, secure mental health facility as defined by state law, courthouse (including areas used as municipal courts while in session) and anywhere beyond the security checkpoint at an airport [this prohibition does not apply to vehicles driven or parked at such locations].

Patrons and employees who carry authorized, concealed or unconcealed weapons or display intimidating, threatening and/or violent behavior will be held accountable under city policy and work rules, as well as local, state and federal law. An employee who harasses, threatens, attempts to or inflicts bodily harm to co-workers, representatives of other agencies, or members of the general public is in violation of this policy. All city directors/supervisors and employees are responsible for committing to and becoming involved in the prevention of workplace violence and promotion of a safe work environment.

Violence is defined as any direct, conditional or implied threat, intentional act or other conduct which reasonably arouses fear, hostility, intimidation or the apprehension of harm in its target or witnesses, regardless of the location of such acts. Workplace violence includes vandalism or the destruction of property at the worksite belonging to an employee, resident, vendor or the city. The city property includes all items owned or leased. Weapons include any item which, in the manner it is used or intended to be used is likely to produce death, physical injury or property damage.

Workplace violence includes intimidations or threats, which is an implication or expression of intent to inflict physical or emotional harm and/or actions that a reasonable person would perceive as a threat to personal safety or property. Threatening behaviors include, but are not limited to:

- Non-verbal threats (i.e. glaring, starting with intent to intimidate, or insulting gestures)
- Mail, facsimile, messages, phone calls, texts, e-mail or any correspondence deemed by a reasonable person to be intimidating, threatening or coercing.
- Intimidating, stalking or coercing fellow employees on or off premises at any time, for any purpose, that in the employer's judgment affects the interest of the city.

#### A. Responsibilities and Reporting Procedures

##### 1. *Employer Responsibilities*

- a. The city will provide a posted notice prohibiting firearms. The posted notice will be at least 5 inches by 7 inches, and will notify individuals not to enter to remain in a part of the building with a firearm (or a particular type of firearm), and will be prominently posted in a place near all of the entrances to the part(s) of buildings to which the restriction applies and any individual entering the building can be reasonably expected to see the sign which may say "Notice: No Firearms Allowed on Premises", "Security Notice: No Concealed Weapons Allowed" or "No Concealed Weapons Allowed on This Property".

The city shall establish a Threat Assessment Team Consisting of a representative from the following Department(s), Police, Fire, Administration, Human Resources and the City Attorney to determine the course of action and the communication plan for the organization and the employee impacted by such an event.

##### 2. *Employee Responsibilities*

- a. All city employees have a responsibility to notify the police department of the presence of a concealed or unconcealed weapon.
- b. All city employees have a responsibility to notify their immediate supervisor/director, or in the absence of their supervisor, another supervisor/director, of any intimidating or threatening behavior that they witness, receive or have been told that another person has witnessed or received. The notified supervisor shall determine whether to contact the police department.

- c. Employee involvement entails understanding and complying with the prevention program and security measures; participating in complaint or suggestion procedures covering safety and security concerns; participating on teams when assigned that receive reports of incidents or problems; conducting inspections and making recommendations for corrective strategies; and participating in training and education programs that cover techniques to recognize escalating agitation, assaultive behavior or criminal intent, and discussing appropriate responses.

### 3. *Management Responsibilities*

- a. All supervisors/directors have a responsibility to review this policy with new employees and periodically review this policy with all employees within their department. Additionally, they are responsible for maintaining a working environment that is as safe as possible for city employees.
- b. If information received determines there may be potential for a threatening or violent situation, it is the supervisor's/director's responsibility to immediately notify the police department and/or the Crisis Management Individual/Team, the individual or team responsible for threat assessment or crisis management, which is a multi-disciplined team may include senior administrators, safety and protective service personnel, and Human Resources and City Attorney. Supervisors/Directors are required to maintain a written record that documents the incident until such time as that information is turned over to the crisis management individual team, the individual or team responsible for threat assessment or crisis management in their respective building.
- c. Supervisors can help prevent workplace violence and threats by: knowing the early behavior pattern warning signs, knowing the sequence of workplace violence, and reducing the risk of violence. Periodic employee surveys should be conducted for ideas on the potential for violence, holes in security and other risk factors.

### B. Retaliation

- 1. Retaliation against any employee for filing a complaint of workplace violence, or for assisting, testifying, or participating in the investigation of such a complaint, is illegal and is prohibited by the City of Sheboygan and by federal statutes.
- 2. Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for workplace violence complaints.
- 3. Monitoring to ensure that retaliation does not occur is the responsibility of city administration, supervisors and the appropriate internal investigative authority.

### C. Restraining Orders

- 1. Individuals who apply for and obtain an injunction or restraining order must provide to their supervisor/director and/or the Safety Officer:
  - a. A copy of the petition and declaration used to seek the order.

- b. A copy of any temporary protective restraining order and/or
  - c. A copy of a protective restraining order that is made permanent.
2. In cases of potential discrimination and/or sexual harassment allegations or charges, directors/supervisors are obligated to begin the investigatory process.

#### D. Violence Prevention

1. *Training*: It is critical that the city develop and conduct workplace violence prevention training programs at minimum every other year, including but not limited to topics such as Anti-Harassment, Civility and Tolerance.

2. *Worksite Analysis*

To the extent possible the city should assess the work environment for signs of potential violence or workplace hazards. Formal assessments may include, but are not limited to: analysis of the physical jobsite, operations and procedures for existing or potential hazards for violence, the city's vulnerability to violence and a determination of appropriate preventive actions, a review of discipline, medical, safety, worker's compensation, and insurance records (including OSHA 300 logs and police reports) to identify incidents of threats or violence, trends pertaining to particular areas, units, jobs, activities or times, the frequency and severity of incidents, and the establishment of a baseline for measuring improvement.

The following are examples of different types of preventative measures that may be taken:

- a. **Engineering Measures**: New construction or physical changes to city facilities to control access; installation of alarm systems, panic buttons, cellular phones, cameras, motion detectors and the like; installation of metal detection devices to discover weapons; mirrors, effective indoor and outdoor lighting, windows in offices; escape routes for employees; secure restrooms, lounges and locker areas for employees; and locking access to unused doors (keeping local fire codes in mind).
- b. **Administrative Control Measures**: Rules that clearly prohibit violence, harassment, fighting, weapons, drugs and alcohol, etc.; requiring employees to report threats, harassment and assaults; employee procedures for responding to danger created by intruders, customers or clients; assistance to employees in requesting police help, filing charges and obtaining protective orders; working with law enforcement agencies to maintain security and report incidents; setting procedures and responsibilities for periodic evaluation of security hazards and solutions; ensuring adequate staff coverage at all times; identification cards, badges, sign-in logs, etc. for employees and visitors; providing security escorts to parking lots during late or evening hours or in dangerous areas; limiting situations when employees work alone; confidentiality of personnel information, such as address, phone and work schedule; and flexible leaves, schedules and transfer policies for those at risk.

## Section 5.05 DRUG FREE WORKPLACE POLICY

It is the policy of the City of Sheboygan to provide a drug-free workplace for all of its employees. The City requires that employees neither use nor be under the influence of drugs, intoxicants, alcohol, narcotics or any other controlled substance(s) and that a zero-tolerance standard shall prevail in the workplace. The City recognizes the importance of maintaining a safe, efficient and healthful workplace, as well as the social responsibility to aid its employees to the extent possible. Therefore, employees are expected to report to work free from any alcohol or controlled substances that could inhibit their ability to perform their duties.

### Reporting of Drug Conviction:

As required by the Drug Free Workplace Act, Public Law 100-690, Title V, Subtitle D, all City employees are hereby notified that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, alcohol or drug paraphernalia is strictly prohibited in the workplace. Furthermore, this law makes it a condition of employment that all City employees abide by the Drug and Alcohol-Free Workplace Policy. The employee must notify the City (your immediate supervisor or the Human Resources Director) of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction. Within ten (10) days of receiving such notice of conviction, the City will notify the appropriate federal contracting or granting agency as required. The Federal law requires this action.

An employee's failure to abide by the terms of the above paragraph will result in disciplinary action up to and including termination of employment. The actual action taken will be based upon the seriousness of the offense, the employee's past employment record, and the employee's willingness to participate in drug or alcohol abuse assistance or rehabilitation program.

## Section 5.06 CITY DRUG AND ALCOHOL POLICY

The City recognizes that the use and/or abuse of illegal drugs and/or alcohol, as well as the abuse of prescribed medications, can have a significant impact on the workplace in terms of safety, worker's compensation claims, sick pay benefits, absenteeism and productivity. The City also recognizes the legal duty to provide a safe workplace. Moreover, the City is concerned about the health and well-being of those employees who use and/or abuse drugs and/or alcohol. In all cases where on-duty impairment an employee by alcohol or drugs is suspected, it shall be there responsibility of the employee's supervisor to assure that the employee safely returns home after any actions under this section are taken.

### A. Policy Statement:

It is the City's policy that employee use, manufacture, distribution, possession or sale of illegal drugs at any time, and on the job use of or impairment by drugs and/or alcohol is prohibited. The City will subject its employees to drug and/or alcohol testing as set forth in this policy.



This policy supplements the City's D.O.T. (Department of Transportation) drug and alcohol testing policy covering employees who have a CDL (Commercial Driver's License) and are regularly or occasionally operating a commercial motor vehicle as defined by D.O.T. regulations and will apply to situations not covered under that policy. For employees covered under the D.O.T. drug and alcohol testing policy, in the event a more restrictive provision applies under the already existing policies, the more restrictive provision will apply.

## B. Drug and Alcohol Tests

### 1. *Reasonable Suspicion*

An employee is required to submit to an alcohol or controlled substance test upon a supervisor's reasonable suspicion to believe that the employee is in violation of this policy. The determination of reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances.

#### a. Reasonable Suspicion Testing Procedure

1. Upon the employee's removal from the job site, the supervisor should contact the Human Resource Department. If contact cannot be made at that time, the supervisor should proceed to the next step of this procedure and make contact with the Human Resource Department as soon thereafter as possible.
2. The supervisor is to then take the employee to the collection site for drug and/or alcohol testing, and must remain at the site until the test is completed.
3. If the alcohol test is conducted more than two (2) hours, but less than eight (8) hours, after the supervisor makes the reasonable suspicion determination, the supervisor should, if feasible, complete a report explaining the reason for the delay in conducting the test. If the alcohol test is not conducted within eight (8) hours after the supervisor makes such reasonable suspicion determination, or if the drug test is not conducted within twenty-four (24) hours after such determination, the supervisor should, if feasible, complete a report explaining the reasons why the test was not conducted.
4. Once the drug and/or alcohol test has been completed the supervisor is to make arrangements for the employee to be taken home. The employee will not be permitted to drive their own car home at that time. The employee may have a family member or a friend pick them up or the supervisor may take the employee home.
5. The employee is to be advised not to report to work. The City will contact the employee once the test results are known (this normally takes 24-48 hours) and a decision has been made as to the employee's status.
6. The results of the drug and/or alcohol test will be sent directly to the Human Resource Department. When the results are obtained, the employee's supervisor(s) will meet with the Human Resource Department Representative to determine the appropriate course of action to be taken.
7. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise,

a supervisor must not discuss the suspected reason for a referral or termination with anyone who does not need to know.

8. Once the test has been completed and the employee has been taken home, the supervisor must submit a written report to the Human Resources Department outlining in detail what happened and what behavior was observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report is to be done within 24 hours of testing.

## 2. *Return-to-Duty/Follow-Up Testing*

An employee is required to undergo an alcohol and/or drug test prior to returning to duty, following a violation of this policy and evaluation by a substance abuse professional (SAP). The results of the test must indicate an alcohol concentration of less than 0.02 and/or a negative result for drug use. The City is responsible for deciding whether the employee is returned to duty.

Following successful compliance with a recommendation for education and/or treatment, the employee must submit to the follow-up testing plan established by the SAP, which shall be provided to the City of Sheboygan. The City must carry out the SAP's follow up testing requirements and must ensure that the tests are unannounced with no pattern to their timing and that the employee is given no advance notice.

## 3. *Test Refusal*

The following behavior constitutes a test refusal for drugs and alcohol:

- a. Failure to appear for the test in the time frame specified by the City of Sheboygan
- b. Failure to remain at the testing site until the testing process is completed
- c. Failure to provide a urine specimen, saliva or breath specimen, as applicable.
- d. Failure to provide a sufficient volume of urine or breath without a valid medical explanation for the failure.
- e. Failure to undergo a medical examination as part of the verification process.
- f. Failure to cooperate with any part of the testing process.
- g. Failure to permit the observation or monitoring of specimen donation when so required.
- h. Failure to take a second test required by the City or collector.
- i. A drug test result that is verified by the MRO as adulterated or substituted (applicable to drug test only).

## 4. *Results of a Positive Alcohol or Drug Test*

Any employee who tests positive for drugs or for alcohol concentration of 0.02 or higher is subject to discipline, up to and including discharge.

## 5. *Controlled Substances, Over-the-Counter, and Prescription Medications*

### a. *Non-Safety Sensitive Positions*

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing

physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (i.e. call in sick, use leave, request change of duty, change medications, notify supervisor, notify City Occupational Health Clinic) to avoid unsafe workplace practices.

b. Safety-Sensitive Positions

The following positions are deemed safety-sensitive and must following the protocol outlined in this section of the policy: All sworn fire personnel, Police Department Chief, Police Department Captains, Police Department Lieutenants, Police Department Sergeants, Police Department Officers, Police Department Communications and Electronics Technician, Police Department Community Service Officers, Police Department Fleet Mechanic, Building Inspectors, Code Enforcement Officers, Public Works Director, Public Works Supervisors, Public Works Superintendents, Public Works Engineers, Public Works Engineering Technicians, Public Works GIS Project Specialist, Public Works Maintenance Workers, Public Works Seasonal Maintenance Workers, Public Works Bridge Tenders, Public Works Technicians, Public Works Electrician, Public Works Foremen, Public Works Heavy Equipment Operators, Public Works Equipment Operators, Public Works City Forester, Public Works Arborist, Public Works Cemetery Worker, Senior Services Program and Wellness Coordinator, Mead Public Library Public Safety Specialist, Transit Utility Director, Transit Utility Dispatchers, Transit Utility SET Supervisor, Transit Utility Mechanics, Transit Utility Fixed Route and Paratransit Operators, Parking Utility Director, Parking Utility Maintenance Workers, Parking Utility Lead and Maintenance/Ground Workers, Wastewater Utility Superintendent, Wastewater Utility Assistant Superintendent, Wastewater Utility Supervisors, Wastewater Utility Technicians, Wastewater Utility Process System/OPCO, Wastewater Utility Mechanics, Wastewater Utility Operators, Motor Vehicle Supervisor, Motor Vehicle Mechanics.

Before performing any work-related duties, employees must notify their supervisor if they are taking any legally prescribed medication, therapeutic drug (to include the use of CBD Oils), or any non-prescription (over-the-counter) drug especially if it contains any measurable amount of alcohol or if it carries a warning label that indicates the employee's mental functioning, motor skills, or judgment may be adversely affected by the use of this medication. It is the responsibility of the employee to inform their physician of the type of safety-sensitive function that they perform in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of their duties or operation of City of Sheboygan, vehicle and other equipment. However, as required by the Federal Regulations, any employee who uses or possesses medication containing alcohol or any substance which would cause a positive test while on duty or who tests positive for alcohol or controlled substance(s) will be removed from his or her position, and subject to the provisions of this policy, even though the reason for the positive test is the fact that the employee's prescription medication contains alcohol or a controlled substance.

The appropriate use of Rx and OTC is not prohibited. A legally prescribed drug is one where the employee has a prescription or other written approval from a physician for the use of the drug in the course of medical treatment. The prescription must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal controlled substances while performing City business is prohibited.

It is the responsibility of any employee to remove themselves from service if they are experiencing any adverse effects from medication or the use of a medication that could compromise the safety of the employee, fellow employees or the public. It is the employee's responsibility to use appropriate personnel procedures (i.e., call in sick, use leave, request change of duty, notify supervisor, notify City Occupational Health Clinic) to avoid unsafe workplace practices.

The City may require an employee to provide documentation from a medical professional verifying the use of a prescription or a legal non-prescription controlled substance will not impair his/her ability to safely and effectively perform his/her job. A physician must specifically advise the employee that the substances in a prescription will not adversely affect the employee's ability to safely perform their job.

Depending on the circumstances, employees may be reassigned, prohibited from performing certain tasks, or prohibited from working if they are determined to be unable to perform their jobs safely and properly while taking the prescription.

#### 6. *Medical Review Officer (MRO)*

The MRO serves as an independent, impartial gatekeeper regarding the accuracy and integrity of drug testing. As a safeguard to quality and accuracy, the MRO reviews each test for accuracy.

When the laboratory reports a confirmed positive, adulterated, substituted, or invalid drug test from the laboratory, test results are reviewed and interpreted by the MRO before they are reported to the City. The MRO conducts a verification process with the employee during which time he/she will obtain information to determine if an alternative medical explanation for the test result.

If the MRO determines that a legitimate medical explanation exists, the drug test result may be reported as negative to the City. Even if there is a legitimate medical explanation and verifies a negative test, the MRO has a responsibility to raise fitness-for-duty considerations with the City. When no legitimate medical reason is established, the MRO may verify a test result as a positive or refusal to test, as applicable.

#### 7. *Confidentiality of Records*

The City respects the confidentiality and privacy rights of all employees. Accordingly, the results of any test administered under this policy and the identity of any employee participating in the City's EAP or other assessment or treatment program will not be revealed by the City to anyone except as required by law. The City will release any employee's records as directed by the express written consent of the employee authorizing release to an identified person. In addition, the City will ensure that any lab, agency or Medical Review Officer

(MRO) used to conduct testing under this policy will maintain the confidentiality of employee test records.

The Medical Review Officer (MRO) will not reveal individual test results to anyone except the individual tested, unless the MRO has been presented with a written authorization from the tested employee. The City may be requested by the MRO to have a tested employee contact the MRO if the employee was unable to be reached after a minimum of three (3) attempts over a 24 hour period. The MRO will disclose information related to a verified positive drug or alcohol test of an individual to the Director of Human Resources. The City may disclose information to the employee or to the decision maker in a lawsuit, grievance or other proceeding by or on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test; or as required by law, including court orders and subpoenas; or upon the tested employee's written authorization and consent.

All records related to drug and alcohol tests of individual employees will be maintained in individual files separate from the employee's personnel file. These records will be stored in a locked cabinet and access will only be allowed to those City employees who have a legitimate need to review the records of a particular employee.

#### C. Prevention and Rehabilitation

The goals of this policy are prevention and rehabilitation whenever possible, rather than discipline or termination. The City encourages employees who have an alcohol or other drug problem to seek help to deal with their problem.

Help is available through the City's Employee Assistance Program (EAP). For more details on this program, view the EAP information in the resources section in ESS.

#### Section 5.07 DRUG AND ALOCHOL POLICY - D.O.T. COVERED EMPLOYEES

The City of Sheboygan recognizes that the use and/or abuse of alcohol or controlled substances by drivers of our commercial motor vehicles present a serious threat to the safety and health of the driver and the general public. It is the policy of the City of Sheboygan that its drivers should be free of drugs and alcohol at all times while performing any work for the organization, or while on any city property. In order to further the goal of obtaining a drug-free and alcohol-free environment, and to be in full compliance with the DOT-regulated testing requirements of 49 CFR Parts 40 and 382, the City of Sheboygan has implemented a drug and alcohol testing program which is designed to help reduce and prevent vehicle accidents and injuries to the organization's employees and the public, to discourage substance use and alcohol abuse, and to reduce absenteeism, accidents, health care costs, and other drug and alcohol-related problems.

The Federal Motor Carrier Safety Administration (FMCSA) has issued federal regulations (49 CFR Parts 40 and 382) implementing the provisions of the federal Omnibus Transportation Employee Testing Act of 1991 which requires alcohol and controlled substance testing of drivers who are required to have a commercial driver's license (CDL). These regulations include detailed

procedures for urine drug testing and breath alcohol testing of employees involved in safety-sensitive functions. Impacted employees can find the specifics of these requirements in the DOT Regulated Employees Drug and Alcohol Policy Documents available on ESS and from their Department Head.

#### Section 5.08 USE OF CITY EQUIPMENT

The City of Sheboygan provides any supplies, uniforms, equipment, vehicles and materials necessary for employees to perform their job. These items are to be used solely for City related business.

Employees will not:

1. Obtain, use or divert city property, including records, for personal use and/or benefit;
2. Materially alter or destroy City property or records without proper authorization; and,
3. Borrow or use City property, unless for City work related use. Any removal of City property for personal non-work-related use is not permissible.

Employees are expected to exercise care in the use of City equipment and property and use such property only for authorized purposes. Loss, damages or theft of City property should be reported to supervisors immediately. Negligence in the care and use of City property may be considered grounds for discipline, up to and including discharge.

#### Section 5.09 VEHICLE AND DRIVING POLICY

In order to establish and maintain a high level of professionalism in the operation of motor vehicles and equipment within the scope of employment and office, which applies to all City employees and elected officials, the City has created the following standards:

- A. Use of Personal Vehicle on City Business:
  1. Requires prior approval (except elected officials) of the appropriate administrative manager;
  2. The employee must have auto insurance with the following minimum acceptable limits: \$100,000 liability per person and \$300,000 per occurrence, \$50,000 property damage coverage, and \$100,000 per person and \$300,000 per accident uninsured motorist protection. Reimbursement for mileage shall not be paid if an individual is not in compliance with this requirement;
  3. Employees and officials providing their own vehicle to be used on City business will be reimbursed on a per mile basis at a rate determined by the City. All maintenance, operating, insurance and other expenses are the responsibility of the employee and elected official. The employee's or elected official's insurance shall be considered primary.

4. If the employee's or elected official's regular vehicle is out of service or otherwise unavailable, it is the employee's or elected official's responsibility to provide an alternate vehicle;
5. Motorcycles and/or mopeds shall not under any circumstances be used to conduct City business and are not eligible for mileage reimbursement;
6. It is the responsibility of an employee to immediately inform his/her supervisor of any restriction, suspension or revocation of driving privileges that would affect his/her legal ability to operate a vehicle on City business. Failure to comply with this requirement shall result in disciplinary action up to and including termination. An elected official whose driving privilege is restricted, suspended or revoked shall not use his vehicle on City business; and,
7. An employee's failure to comply with City policy, loss of driving privileges or fraudulent reporting of vehicle use could result in disciplinary action or loss of the privilege to operate a vehicle on City business. The City may review the driving records of employees who are required to drive in the course of their employment.

**B. Use of City Owned Vehicles:**

The operation of a City-owned vehicle is a privilege that may be withdrawn at any time at the sole discretion of the City. An employee or elected official shall not operate a City vehicle of any type unless he/she complies with the following:

1. Maintains a valid Wisconsin Driver's License at all times and maintains a satisfactory driving record. An employee shall immediately report to his/her supervisor any loss or restriction of driving privileges. Failure to immediately inform the supervisor of any restriction, suspension or revocation of driving privileges will result in disciplinary action up to and including termination;
2. Performs all required maintenance and equipment checks in accordance with department policy and keeps the windows and interior clean at all times; and,
3. Does not authorize non-City employees to operate or ride in a City vehicle without departmental permission.

**C. Personal Use of City Owned Vehicles**

1. Due to the nature of certain positions, employees may be assigned the use of city owned vehicles. Supervisor approval is required for use of any city vehicle. Upon approval, at times, this assignment may require the employee use the vehicle for transportation to and from their personal residence.
2. Generally speaking, personal use of city owned vehicles is limited to trips to and from home and work locations. However, brief stops along the way to and from a personal

residence may be permitted. Brief stops are considered a de minimis benefit; i.e., the stop is so small or insignificant that accounting for it would be unreasonable or administratively impractical and would not be treated as taxable income to the employee. An example of this is an employee who stops for lunch or runs a personal errand while driving a City car on business.

3. If an employee uses the city vehicle for other personal use, proper records of personal use must be maintained by the employee and submitted as established under general city policy and IRS regulations.

#### D. Seat Belt Use

All City employees and volunteers are required to use seat belts when operating either their private or City owned vehicle as a part of their job. Any employee who is on duty and is a passenger in another person's vehicle is also required to wear a seat belt.

Employees traveling in a vehicle that does not have seat belts or whose daily job duties are specifically exempted by State Statutes are not covered under this rule.

#### Section 5.10 CELL PHONE USAGE

A. The City recognizes the advantages of using cellular phones and Smartphones to conduct City business. In determining which employees will be approved to carry one of these devices, the following criteria will be considered:

1. Employee's position
2. Whether the employee is out in the field as part of their regular duties
3. Whether the employee regularly works in an "on call" capacity
4. Whether the employee has a responsibility for key City operations and is required to respond to emergency incidents
5. Whether the employee is away from their desk or office (while working) for considerable periods of time, and the resulting lack of communication impacts their ability to perform their work
6. Whether the employee needs mobile communication for personal safety

B. If the device requested is a Smartphone, such as an iPhone or Android (i.e., a cellular device that is capable of both sending and receiving phone calls as well as data such as e-mail), it may be necessary for the employee to respond to e-mail conversations in real time as essential to efficiently perform their duties OR there is a need for the employee to have access to e-mail in order to be notified of emergencies outside of work hours

C. If a Supervisor wishes to request approval for one of these devices for an employee, the request and justification should be made by the Department Head and to Human Resources and Information Technology in writing.



D. On a monthly basis, the Purchasing and/or Finance Department shall review each department's City-provided cell phone usage to confirm appropriate use. The Information Technology Department and/or appropriate Department Head will also periodically review usage to verify compliance. Any anomalies or concerns shall be reported to the Director of Human Resources and Labor Relations, and/or the City Administrator.

E. On an annual basis, Department Heads must conduct a review of the individual cell phone and Smartphone assignments to determine if there is a continuing need, and if the cost is justified.

F. Any equipment issued by the City of Sheboygan is City property. Loss, theft or damage to a City issued cell phone/device shall be reported immediately to the employee's direct supervisor. Loss or theft of a cell phone/device under the "Personal Device" policy shall also be reported immediately to the employee's direct supervisor. If the employee is found to be at fault for the loss of the City issued cell phone due to gross negligence, this may result in disciplinary action. Each Department shall immediately contact the Information Technology Department upon receiving information of a loss, theft or damage to a City issued cell phone/device or BYOD device. The Information Technology Department is authorized to clear all confidential City information from the phone remotely. This includes City issued phones and phones under the BYOD policy. This may result in personal information being erased from the device as well.

H. The City prohibits excessive personal calls, texts or other messaging during the workday regardless of the device those phone calls take place on. This interferes with employee productivity. Excessive personal communications may result in disciplinary action.

I. Employees who are not required by their job duties to use telecommunication equipment for City business but are granted access to the City's information on their personal device out of convenience must adhere to this policy. In addition, only standard business use is to be utilized on personal or city provided devices.

J. Employees are prohibited from sending, receiving, or accessing electronic communication that is insulting, profane, vulgar, lewd, indecent, sexually explicit, illegal, profit-making, political, unprofessional, or in violation of the City's policies while using a personal or City owned device during work hours. This does not apply to an employee's personal device during non-working hours.

#### A. Use of City Provided Cell Phones

City owned cell phones and Smartphones are intended for City business only. Personal use of City owned phones is restricted to essential personal calls. Essential personal calls are defined as calls of a minimal duration and frequency that are critical in nature, and are not practical to be made from another phone or at another time. Examples of essential personal calls are calls to arrange for care of a child or other family emergency, to alert a family member of an unexpected delay due to a change in work schedule, to arrange for transportation or service in the event of car trouble, etc.

Personal use of a City cell phone or Smartphone is not intended to be a fringe benefit. Employees have no expectation of privacy or confidentiality in electronic communication sent, received, or accessed on City issued cell phones or Smartphones. As such, the City has the right to monitor, review, audit and otherwise access the content of all electronic communication sent, received, or accessed on City issued cell phones or Smartphones with or without prior notice to the employee for both non-investigative work-related reasons, and for investigation of employee misconduct. Employees are responsible for keeping track of and identifying their personal calls. No more than 30 minutes of essential personal calls should be made and/or received per month (“de minimis use”). Employees making or receiving excessive personal calls on a City cell phone are expected to reimburse the City for any costs or charges relating to personal use of their cell phones. In the event that the department head’s review of usage indicates that an employee may have exceeded the de minimis use standard, the employee must document the business purpose of each call that is not a call to a City telephone or cell phone number. The documentation for these calls must include who was called and for what business purpose. Any call that cannot be documented for a business purpose will be treated as a personal (unauthorized) call and must be reimbursed to the City at the per minute rate established under the current City cell phone service contract.

For City phones where texting is enabled for business use, only essential texts, based on the same criteria above, are allowed. No more than 6 non-business texts should be sent per month. The reimbursement policy for telephone calls also applies to personal texts.

Employees are expected to use a City cell or Smartphone responsibly and in accordance with this policy and any applicable work rules. Use of a City cell phone in violation of the City’s policies and work rules, including, but not limited to excessive personal use beyond the de minimis use standard, may result in revocation of the cell phone or smartphone assignment and disciplinary action against the employee, up to and including termination.

Electronic communication made on City issued cell phones is subject to state record retention requirements and may be subject to the Wisconsin Public Records Law. The content of employee electronic communication may be subject to disclosure in litigation, audits, and other purposes. Users are authorized limited incidental use of the City’s issued cell phones for personal purposes, but employees have no expectation of privacy or confidentiality in such use. Personal devices of employees being used for government business are subject to the same legal requirement under the Wisconsin Public Records Law in communications related to City business. Communications of purely personal nature are exempt. By accepting reimbursement for their device, employees are authorizing the Information Technology Department to have access to their device.

#### B. Use of Personal Cell Phone for City Business

The City understands the inconvenience of carrying two phones – one for personal use, and one for business use, and therefore offers certain employees the ability to use their personal phone for City business. This provision is only available for employees approved to carry a City cell phone or Smartphone for City business as qualified under the eligibility and approval process detailed previously in this policy and is subject to Department Head and Human Resources recommendation and City Administrator Approval.

If an employee wishes to purchase and maintain their own device for personal use, and further wishes to use this device for business, they may do so after the City's Information Technology Department is consulted to confirm the device meets the data access and security requirements. The City assumes no responsibility for repairs, replacements, troubleshooting or the carrier's reception quality. The City of Sheboygan Information Technology Department will not provide maintenance under this policy.

By choosing to use a personal device, the employee agrees to password protect their cell phone and provide the IT Department the ability to wipe City e-mails and documents in the event that the device is lost or stolen or the employee leaves City employment. Additionally, the employee consents to the retrieval of files and documents from the device in order to recover City records and documents.

The City is required to comply with the Wisconsin Public Records Law, including electronic media. All messages / data that are transferred from a City server to a personal telephone device will be subject to the public record law obligations of the City. Such messages and data shall be archived by the City on its own internal servers. Text messages sent and / or received and phone logs pertaining to City business will be retrieved from the employee's personal service provider if required for compliance with the public records law.

Employees who wish to use their personal device for City business must agree to cooperate with and assist the City in obtaining records from the employee's service provider if required for purposes of public records, an investigation or as a result of litigation. For purposes of open records requests, purely personal calls, emails and texts evince no violation of law or policy will be redacted and not released under open records law. Employees have no expectation of privacy or confidentiality in electronic communication related to official City business sent, received, or accessed on personal devices under this policy. Furthermore, the employee consents to a review of their device in relation to City business or employee discipline. Failure to cooperate with a reasonable City request to review the personal device could result in discipline action, including revocation of cell phone privileges, and discipline, up to an including termination of employment.

## Section 5.11 TECHNOLOGY AND ELECTRONIC COMMS SYSTEMS POLICY

### A. USE OF TECHNOLOGY

#### *Access and Authority*

- a. Each Department Head shall determine which employees in their department shall have access to the City of Sheboygan-owned and City of Sheboygan-provided technology, based on business practices and necessity, and who shall have authority to communicate on behalf of the City of Sheboygan through the utilization of and access to such technology.
- b. The provisions of this policy shall apply to the use of City of Sheboygan-owned/provided technology.

- c. City of Sheboygan-owned/-provided technology may be removed from city premises solely for City of Sheboygan work-related purposes pursuant to prior authorization from the Department Head.

*Prohibited Uses of Municipality-Owned/-Provided Technology*

- a. Employees are prohibited from engaging in the following activities while using technology that is owned or provided by the City of Sheboygan:
- i. Engaging in personal, non-City of Sheboygan-related activities, including activities for gain or profit (e.g., consulting for pay or advertising or selling goods or services for personal gain);
  - ii. Copying, disseminating, or printing copyrighted or other protected materials, which can include articles, images, games, and other software, in violation of the law;
  - iii. Accessing, sending, soliciting, displaying, printing, or otherwise disseminating material that is reasonably likely to harass, threaten, or embarrass others or that is obscene, defamatory, discriminatory, fraudulent, or otherwise inappropriate in a professional environment;
  - iv. Searching for, accessing, or transmitting content that is reasonably likely to be perceived as offensive or disparaging of others, including content that is sexually explicit, profane, pornographic, disrespectful, disparaging based on race, national origin, sex, sexual orientation, age, disability, religious, or political beliefs or any other legally protected basis;
  - v. Engaging in illegal activities or using the technology for any illegal purposes, including initiating or receiving communications that would violate any laws or regulations;
  - vi. Engaging in activities that interfere with or disrupt the work of other employees or which are otherwise contrary to the City of Sheboygan's business interests;
  - vii. Except as specifically authorized, gaining access by using any access control mechanism (e.g., login name, password, etc.) not assigned to the user, or permitting anyone to have access by using another person's access control mechanism;
  - viii. Unless first authorized by the City of Sheboygan's Information Technology Department, downloading, transferring to or from, or deleting software or data from technology. Employees must never install downloaded software to networked storage devices without the assistance and approval or appropriate personnel.
  - ix. Unless first authorized by the City of Sheboygan's Information Technology Department, disabling, tampering with, or otherwise adjusting any anti-virus, anti-malware, or other similar software installed on the City of Sheboygan's technology.
  - x. Engaging in any transaction or other conduct that, if done through other means other than through the use of technology, would not be authorized or lawful.

If an employee has a question about whether a particular use of the City of Sheboygan's technology is proper, then they should consult their Department Head before engaging in such use.

*Personal Use*

- a. Except as otherwise stated herein, technology is provided by the City of Sheboygan for business use during the employee's work time. Limited, occasional, or incidental use of technology for personal non-business purposes is permitted as set forth below:
  - i. Personal use must not interfere with the productivity of the employee or their co-workers;
  - ii. Personal use must not involve any prohibited activity (see Section I.B.2);
  - iii. Personal use must not consume system resources or storage capacity on an ongoing basis
  - iv. Personal use must not involve large file transfers or otherwise deplete system resources available for business purposes;

*Access to Municipality-Owned/-Provided Technology*

Employees utilizing the City of Sheboygan-owned/-provided technology shall have no expectation of privacy in regards to use of such technology. An employee's use of the City of Sheboygan's technology constitutes acceptance of the city's monitoring and disclosure of such use. Use of the City of Sheboygan's technology can be limited by the city at any time for any reason. The City of Sheboygan may consent to the disclosure of information from use of technology or any other property, the city may consent or authorize a law enforcement agency to search or review the city's technology, and the City of Sheboygan may use such information for its intentions and purposes.

**B. ELECTRONIC COMMUNICATIONS SYSTEMS**

*Appropriate Use of Electronic Communication System*

- a. Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by the Information Systems Director, employees are prohibited from engaging in, or attempting to engage in:
  - i. Monitoring or intercepting the files or electronic communications of other employees or third parties;
  - ii. Hacking or obtaining access to systems or accounts they are not authorized to use;
  - iii. Using other people's log-ins or passwords; and

- iv. Breaching, testing, or monitoring computer or network security measures.
- b. No e-mail or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.
- c. Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.
- d. Anyone obtaining electronic access to other organizations', business', companies', municipalities' or individuals' materials must respect all copyrights and cannot copy, retrieve, modify, or forward copyrighted materials except as permitted by the copyright owner.

Employees must understand that the unauthorized use or independent installation of non-standard software or data may cause computers and networks to function erratically, improperly, or cause data loss. Therefore, before installing any new software or data, users should seek assistance of the IT Department. Users must never install downloaded software to networked storage devices without the assistance and approval of appropriate personnel.

Most of the City's computing facilities automatically check for viruses before files and data which are transferred into the system from external sources are run or otherwise accessed. On computers where virus scanning takes place automatically, the virus scanning software must not be disabled, modified, uninstalled, or otherwise inactivated. If you are uncertain as to whether the workstation you are using is capable of detecting viruses automatically, or you are unsure whether the data has been adequately checked for viruses, you should contact the Information System Department's Help Desk.

Anyone receiving an electronic communication in error shall notify the sender immediately. The communication may be privileged, confidential and/or exempt from disclosure under applicable law. Such privilege and confidentiality shall be respected.

- e. Employees are prohibited from engaging in the following activities while engaging in the use of the electronic communications system:
  - i. Personal business on City time (e.g. sports pools, games, shopping, correspondence, or other non-business-related items/documents), except as otherwise allowed under #3 below;
  - ii. Discriminatory or harassing;
  - iii. Derogatory to any individual or group;
  - iv. Obscene as defined in Wis. Stats. § 944.21;

- v. Defamatory or threatening; or
  - vi. Engaged in for any purpose that is illegal or contrary to the City's policy or business interests.
- f. For the protection, integrity and security of the City's System, electronic media shall not be used to download or transfer software, unless authorized by the Information Systems Director.

If an employee has a question about whether a particular use of the city's electronic communications system is proper, then they should consult their Department Head before engaging in such use.

#### *Personal Use*

- a. Except as otherwise provided, electronic media and services are provided by the City for employees' business use during City time. Limited, occasional, or incidental use of electronic media (sending or receiving) for personal non-business purposes is permitted as set forth below:
- i. Personal use is limited to breaks, lunch or immediately before/after work;
  - ii. Personal use must not interfere with the productivity of the employee or his or her co-workers;
  - iii. Personal use does not involve any prohibited activity;
  - iv. Personal use does not consume system resources or storage capacity on an ongoing basis;
  - v. Personal use does not involve large file transfers or otherwise deplete system resources available for business purposes.
- b. City telephones and cellular phones are to be used for City business. However, brief, limited personal use is permitted during the work day.
- c. Employees should not have any expectation of privacy with respect to personal use of the City's electronic media or services.

#### *Monitoring and Accessing the Use of the Electronic Communications System*

- a. Communications sent or received through the electronic communications system are subject to monitoring, access, auditing, interception, and disclosure by the City of Sheboygan at the city's sole discretion and as permitted by law. As such, no expectation of privacy shall apply to such use, including when such use is for the transmission or receipt of private or personal communications. All communications sent or received through the electronic communications system may constitute a public record under Wisconsin's Public Records Law and, as a result, may be subject to disclosure under the law. Therefore, employees are prohibited from deleting any such communications so as to ensure compliance with the City of

Sheboygan's retention requirements. To the extent possible, employees should avoid sending and receiving personal messages through the electronic communications system, particularly when such messages are private or confidential in nature. If an internal communication is business related and confidential, it should be distributed personally or by a confidential routing envelope and not by e-mail or other electronic forms. If an external communication is business related and confidential, careful dissemination of such communication is required. To ensure careful dissemination of external, confidential communications, employees should consult their Department Head before sending the communication in question.

- b. Electronic communications may reside on the electronic communications system in different recoverable forms (system backup, sent mail folders, spool queues, etc.). Employees should not assume that deleting a personal electronic communication removes all incidents of their existence. If there is a review of the information or an investigation, litigation, or other proceeding that requires or makes desirable the review or production of Employer records, it is likely that electronic communications will be requested and potentially disclosed.

### C. PASSWORDS AND ENCRYPTION

1. Access to certain technology and electronic communications systems may require the use of a log-in identification and password. All such log-in identifications and passwords may be assigned to an employee or may be created by the employee using such technology and shall be immediately filed in writing with the appropriate Department Head.
2. Each time an employee changes a log-in identification or password from that which is on file with the Department Head, the employee shall immediately file the new log-in identification and password with the Department Head. Whenever requested, employees are required to cooperate with the City of Sheboygan for purposes of disclosing the log-in identification and password associated with technology. Log-in identifications and passwords constitute the property of the City of Sheboygan and, thus, failure to cooperate with the disclosure of such information may subject an employee to discipline, as well as pursuit of criminal or civil liability. Employees have no expectation of privacy in login identifications and passwords.
3. Unless otherwise authorized or consistent with this policy, employees are required to keep log-in identifications and passwords strictly confidential. Log-in identifications and passwords are never to be disclosed through nonconfidential sources such as over the telephone, through electronic communications, or otherwise posted in public areas.
4. Unless otherwise authorized, employees are strictly prohibited from encrypting any data, software, files, or other information stored, received, sent, or otherwise transmitted on or through technology. Employees are likewise prohibited from installing any



encryption software or programs on such technology. Employees with a business need to encrypt certain data, software, files, or other information are required to obtain written authorization from their Department Head before engaging in encryption. Any passwords and log-in information associated with an employee's encryption must be immediately filed with the appropriate Department Head, and any changes to such log-in information or passwords must be provided to the appropriate Department Head at the time of such change.

## Section 5.12 SOCIAL MEDIA AND NETWORKING POLICY

The City of Sheboygan has an overriding interest and expectation in deciding what is “announced” or “spoken” on behalf of the city through the use of social media. This policy establishes guidelines for the establishment and use of social media by the City of Sheboygan for conveying information about the city and its events and activities. This policy also establishes guidance for employees acting in a personal capacity when using social media.

The City of Sheboygan's intent is to create a “government speech forum” or a “limited forum” devoted exclusively to the city's postings to the public. Nothing in this policy shall be applied to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor laws or other applicable laws.

### A. City Website

The City of Sheboygan's website (<http://www.sheboyganwi.gov>) is the City of Sheboygan's primary and predominant internet presence. All of the City of Sheboygan's website content and social media sites that are posted by departments and offices will be subject to approval by the City Administrator or designee. Social media use should complement rather than replace the City of Sheboygan's primary website. Only employees pre-authorized by the City Administrator or designee are authorized to post content on the City of Sheboygan's website.

### B. Employee Personal Use of Social Media

1. Employees shall not use their government-issued email address for their primary login for personal social media profiles and/or platforms.
2. Employees should be mindful that personal social media platforms may be subject to legal discovery or record requests.
3. Employees are discouraged from sending or accepting social media friend requests to or from City of Sheboygan clients or contractors, with the exception of LinkedIn requests.
4. Employees shall not conduct any official City business through their personal social media sites. All official City social media content and posts shall be conducted through City social media sites.
5. Employees should ensure that their personal social media sites are personal in nature and are used to only share personal opinion or non-work-related information, with the exception of advertising for the city.
6. When an employee is posting on or from their personal social media c count, a disclaimer is required whenever that post, 1. Refers to work being done by the City, or 2. Refers to any City related business or issue. Such disclaimer should clearly state that

“the views or comments expressed are my own and do not represent the City’s positions, strategies, opinions, or views.”

7. Employees should not use their personal accounts when responding and commenting to questions about City work and operations, and instead should direct traffic and communication to official City pages or websites.
8. Posted content has the potential to be shared broadly, including with individuals you did not intend to communicate. Therefore, an employee is responsible for ensuring that any content related to work is consistent with the City policy regarding how to treat co-workers. For example, an employee should not post content that would violate the City’s policy regarding discrimination and harassment.
9. Employees may not post, share, or upload onto their personal page any media containing City personnel, clients, or City of Sheboygan residents, gained in the course of employment without the express permission of the person. This includes images, video, or audio taken at any City sponsored event, inside any City facility, or any other work-related event.
10. Employees should be mindful that being on social media brings with it the possibility that people outside of the intended audience may see or read posts. Further, as an employee of the City, each employee has the potential to be assumed to be a representative of the City at any time. Dishonorable content such as racial, ethnic, sexual, religious, and physical disability slurs are not tolerated in the workplace, and if such a post affects the ability for an employee to effectively do their job at the city, discipline may occur, up to and including termination.

#### C. Department Use of Social Media

1. Department Heads are responsible for deciding whether the use of social media is appropriate for their department. In the event that it is determined that a department will create or use a social media platform, the Department Head is responsible for maintaining and approving all posts and content.
2. A Department Head may elect to place other employees in charge of the day to day posting, however the Department Head remains the responsible party for any questions, actions, or record requests.
3. Department Social Media platforms are to be used only for City business and events. Department Heads are responsible for ensuring that each platform used is used appropriately.
4. No employee may request the personal social media username and password from any potential or current employee.
5. Use of all social media platforms shall adhere to applicable state, federal, local laws, and regulations, including copyright and trademark infringement laws.
6. The City reserves the right to restrict or remove any content that it deems in violation of this policy or any applicable law.
7. No post may contain video footage or photographs of a minor under the age of 18 without consent by a parent or guardian, unless the minor is unidentifiable. In no case shall the Department identify the minor by name in any posting.
8. No department may post any content related to or including the name of any candidate who is running for any political office.

9. Social media posts should be treated as an extension of the City's official website. Whenever possible, links should direct viewers back to the City's official website for more information.
10. Every departmental page must have at least three (3) individuals listed as an admin on their page, one of whom is the Department Head, and should provide that list to the City Administrator.
11. No post may be removed without the approval of an attorney for the City.

#### D. Record Retention

The City of Sheboygan must retain all social media content published by the city for the purposes of public records retention as may be required by applicable law. Records required to be maintained pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the record and is accessible. Any content removed by the City of Sheboygan based on these guidelines must be retained in accordance with the applicable retention schedule including the time, date and identity of the poster, when available.

#### E. *Open Meetings Law Compliance*

All conduct by officials serving on a governmental body must comply with Wisconsin's Open Meetings Law. Officials should refrain from discussing business or action of the governmental body with one another while using social media. Authorized employees publishing on the City of Sheboygan's social media profile should not engage officials serving on a governmental body when engaging in the City of Sheboygan's social media activity.

#### F. Compliance with Policy

The City of Sheboygan reserves the right to monitor and analyze social media use to ensure compliance with policy, directives and expectations, to evaluate use, and to recommend and implement changes to use of social media, among other legitimate government interests. Failure to comply with this policy by any employee may result in disciplinary action up to and including termination of employment. Failure to comply with this policy by any officeholder may result in pursuit of any lawful action against any official in violation of policy.

### Section 5.13 CONFIDENTIALITY

The City of Sheboygan recognizes employees may have access to confidential information including Private Health Information ("PHI"), Personally Identifiable Information ("PII"), private payroll and/or miscellaneous data from computer printouts, software, profits, costs, services performed, pricing, etc., and any other information not available to the public.

You may not copy, discuss or distribute any confidential program, material, or other information which comes into your possession as a result of employment with the City of Sheboygan, other than for an approved use. In addition, confidential business information shall not be disclosed via e-mail, the internet or any social media, such as blogging, Facebook, Twitter, instant messaging, etc. In all circumstances, the City of Sheboygan prohibits the recording of information involving

customer privacy, HIPAA-protected health information or other proprietary information relating to the City of Sheboygan.

Employees, vendors, elected officials and volunteers may be asked to sign and comply with the provisions of a confidentiality agreement with the City of Sheboygan. Whether or not a confidentiality agreement is signed, all information related to the City of Sheboygan not available to the public must be treated as confidential. It is a condition of employment that such information be maintained on a confidential basis and used prudently to serve the best interest of the City of Sheboygan.

In addition, it is against the City of Sheboygan policy for any employee to work for another company, contractor, or organization or the like during his/her “on-duty” hours. Employees who engage in such activity are subject to disciplinary action, including termination of employment on the first offense.

Requests for confidential information from any internal or external source, or requests for media interviews, should be referred to the Office of the City Attorney or City Administrator.

If in doubt as to whether any program, material or other information is confidential, you must ask the City Attorney, Assistant City Attorney, or Director of Human Resources and Labor Relations prior to such disclosure.

Upon termination of employment, you will be required to return all materials and information, and any copies of such materials, to your supervisor.

Unauthorized release or misuse of City of Sheboygan information, including employees, contractors, elected officials and volunteers, will be investigated thoroughly. Any actions found to have violated this policy will face corrective action, including termination of employment and/or possible personal/criminal liability, subject to criminal sanctions under the Privacy Act, for any violation that may occur due to an oversight or negligence.

#### Section 5.14 DRESS CODE

At the City of Sheboygan, we strive to present a positive and professional image to the community we serve. This guidelines policy serves a large number of city employees. However, employees who are part of a Collective Bargaining Agreement (CBA) and/or work within a department with additional Dress and Grooming guidelines policy may experience differences. Employees should consult their supervisor/director to clarify the appropriate dress and grooming guidelines policy within their respective department.

We ask that our City of Sheboygan employees use good judgment when deciding what to wear to work. Employees will wear attire appropriate to their workday and anticipate interaction with customers. In general, the acceptable attire for city workplaces is business casual clothing.

Employee identification (ID) badge, or each departments’ respective form of ID, should be worn during work hours whenever possible. There may be instances, such as while running equipment,

where it may be hazardous to wear an ID badge. If an employee is not able to wear an ID badge for safety reasons, the employee should have the ID badge accessible for security reasons.

Supervisors/Directors are responsible for assuring that employees are appropriately dressed for their assigned work area. If a supervisor/director determines that an employee's dress is not appropriate, the supervisor/director should discuss the attire with the employee, or contact the Human Resources Department to engage in that discussion.

Employees' are expected to take pride in representing the City of Sheboygan and the residents we serve. We ask our employees to please avoid the following items unless approved by your supervisor:

- Sweat pants or pajama pants
- Exercise wear
- Extremely worn out and torn pants or jeans
- Shorts
- Shirts with significant holes or frays (t-shirt and/or sleeved shirt)
- Tank tops, muscle shirts, crop tops, halter tops
- Caps/hats (unless required for your position)
- Any clothing displaying offensive language, signs or symbols, or political endorsements

#### Section 5.15 POLITICAL ACTIVITY

Employees will not be discriminated in favor or against because of political contribution, permitted political activity or neutrality. Employees may not engage in any form of political activity on-the-job. Employees may not engage in political activity off-the-job to such an extent that it interferes with doing his/her job.

#### Section 5.16 SMOKING AND TOBACCO USE

It is the policy of the City that any City employee who continues to smoke during working hours will limit such smoking only during the employee's normal break(s) or lunch period. Failure to comply will subject the employee to discipline up to and including termination. No employee will be permitted to use tobacco or e-cigarettes while in a City building or in any City-owned vehicle. Failure to comply will subject the employee to discipline up to and including termination.

Under Sheboygan Municipal Code, no employee shall smoke within 25 feet of a main entrance of any City owned Building.

#### Section 5.17 SECONDARY EMPLOYMENT

Employment with the City by regular part-time and regular full-time employees should be considered the employee's primary employment. Secondary employment with other entities must not conflict, whether real or implied, with the duties of the employee. The City shall have priority call on the services of its employees regardless of any conflict with secondary employment. An employee who engages in secondary employment must clearly define himself or herself as an

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

Employees who engage in outside employment shall not conduct any business related to such employment on City premises or during hours in which such employees are working for the City or advertise the outside employment either directly or indirectly on City premises during work.

#### Section 5.18 EMPLOYEE PERSONAL RELATIONSHIPS

The City of Sheboygan strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between coworkers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment. Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to influence others.

- A. During working time and in working areas employees are expected to keep personal exchanges limited so that others are not distracted or offended by such exchanges and so that productivity is maintained.
- B. During non-working time, such as lunches, breaks and before and after work periods, employees are not precluded from having appropriate personal conversations in non-work areas as long as their conversations and behaviors could in no way be perceived as offensive or uncomfortable to a reasonable person.
- C. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on City premises, whether during working hours or not.
- D. Employees who allow personal relationships with coworkers to affect the working environment will be subject to the appropriate provisions of the City's disciplinary policy. An employee's failure to change such behavior and maintain work performance and environment is viewed as a serious disciplinary matter.
- E. Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this private-conduct principle, however,

is romantic or sexual relationships between supervisors and subordinates, which are never appropriate.

F. Supervisors, managers, executives, or anyone else in sensitive or influential positions must disclose the existence of any relationship with another coworker that has progressed beyond a platonic friendship. Disclosure may be made to the immediate supervisor or the Human Resources Manager. This disclosure will enable the organization to determine whether any conflict of interest exists because of the relative positions of the individuals involved.

G. Where problems or potential risks are identified, the organization will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure that the parties involved no longer work together on matters where one is able to influence the other or act for or regarding the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary such as transfer to other positions or departments. Refusal to accept reasonable alternative positions, if available, will be deemed a voluntary resignation.

H. Continued failure to work with the organization to resolve such a situation in a mutually agreeable fashion may ultimately be deemed insubordination and therefore serve as cause for discipline, up to and including, termination. The organization's disciplinary policy will be consulted to ensure consistency, however, before any such extreme measures are undertaken.

I. The provisions of this policy apply regardless of the sexual orientation of the parties involved.

J. Where doubts exist as to the specific meaning of the terms used above, employees should consult their supervisors and make judgments on the basis of the overall spirit and intent of this policy.

K. Notwithstanding anything else contained in this policy, there are certain positions for which very close personal and romantic relationships with fellow employees are never

acceptable. This includes such relationships between supervisors and subordinates. In addition, because of the sensitive nature of personal employee information available to members of the Human Resources Department, it is never appropriate for members of the Human Resources Department to have close personal and romantic relationships with any other City employee.

L. Any employee who feels they have been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should make their feelings known to the Human Resources Manager or other designated individual.

## Section 5.19 PUBLIC RECORDS

It is public policy that all individuals are entitled to as much information as provided by law regarding the affairs of government and the official actions of representatives of government.

Per Wisconsin Statute §19.34(1), the City of Sheboygan is required to adopt, display and make available for inspection and copying at its offices, a notice containing a description of the City and the established times and places at which the public may obtain information and access to records from the legal custodian of the department, make requests for records, or obtain copies of records, and how much will be charged for the copies. Per Wisconsin Statute §19.34 2(a) and 2(b), access to records must be provided during office hours if there are regular hours at the location where the record is. If there are not regular hours, the City must provide access (1) on 48 hours advance notice; or (2) in an established period of at least 2 consecutive hours per week.

A record requester shall be allowed to inspect or copy a record and the City must provide facilities comparable to those used by its employees during established office hours. The City is not required to purchase or lease equipment or to provide a separate room for the inspection, copying or abstracting of records (§19.35 (2)). However, the law does not require the immediate, unlimited access to records, and there are certain records that may not be disclosed to the public under any circumstances. Under no circumstances is the City required to create a record to respond to a public records request. In addition, the law permits a records custodian time to reflect upon the request and assure a proper disclosure is made.

Upon receiving a request for open records under the Wisconsin Public Records Law, record custodians shall follow the following procedures:

- a. Do not agree, upon first contact with the requestor, to release any records;
- b. If the request is made orally, memorialize the information sought. Advise the requestor that he/she will receive a response as soon as practicable and without delay. Do not promise a response by any particular date.
- c. Contact the City Attorney's Office for advice and guidance as to your response.

## Section 5.20 GIFTS AND FAVORS

City employees are trusted to act in the public's best interest when fulfilling their employment duties. It is inconsistent with that trust to accept gifts or favors for the execution of their duties.

City employees shall not directly or indirectly solicit or accept any personal gifts, favors, services, money or anything with an individual or cumulative value of \$40.00 or more from the public or any organization. Employees shall not accept gifts, money, or anything of value for services which they are employed by the City to provide.

Employees are required to immediately disclose to their Supervisor and the Human Resources Department any offer or receipt of a gift or money or anything of value which may tend to influence the impartial discharge of the employee's duties from any person, business entity or other organization to the employee or a member of his/her immediate family.

Employees with enforcement/inspection/decision-making responsibilities should bear in mind that the donor of gifts, presents, or favors may come to expect or seek preferential treatment later. Gifts from "grateful/appreciative" citizens are to be discouraged. If gifts cannot be declined gracefully,



the employee should report receipt of his/her immediate supervisor who will coordinate appropriate disposition.

This rule does not apply to gifts, favors, services, money, or anything of value if the receipt of such gift is completely random or occurs by chance (such as a raffle or drawing) where any non-employee would have the same chances of receiving the item as the employee, and there is no expectation or services from the City.

## Section 5.21 WHISTLEBLOWER POLICY

This whistleblower policy is intended to encourage and enable employees to raise serious concerns internally so that the City of Sheboygan can address and correct inappropriate conduct and actions. It is the responsibility of all elected officials and employees to report concerns about suspected violations of the City of Sheboygan's code of conduct or violations of laws, regulations, ordinances or policies which govern the City of Sheboygan's operations.

### A. No Retaliation

It is contrary to the values of the City of Sheboygan for anyone to retaliate against any elected official, employee, or member of the public who in good faith reports an ethics violation, a suspected violation of law, such as a complaint of discrimination, fraud, or a suspected violation of any regulation governing the operations of the City of Sheboygan. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

### B. Reporting Procedure

The City of Sheboygan has an open-door policy and recommends that employees share their questions, concerns, suggestions or complaints with their direct supervisor. If an employee is not comfortable speaking with their direct supervisor, or is not satisfied with their supervisor's response, they are encouraged to speak with their Department Head, the City Attorney, or the Director of Human Resources. Employees with concerns or complaints may also submit their concerns in writing directly to their supervisor, their Department Head, the City Attorney or the Director of Human Resources. Supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing to the City Attorney or the Director of Human Resources.

### C. Acting in Good Faith

Anyone filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

## D. Confidentiality

Violations or suspected violations may be submitted on a confidential or anonymous basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

## E. Handling of Reported Violations

The City Attorney or the Director of Human Resources will notify the person who submitted a complaint (if known) and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

### Procedure

Concerns or complaints may be submitted through any of the following:

- Phone: 920-550-2847 (920-550-2TIP)
- Direct extension: 2847 (2TIP).
- Email: [whistleblower@sheboyganwi.gov](mailto:whistleblower@sheboyganwi.gov).

City of Sheboygan Director of HR  
 CONFIDENTIAL  
 828 Center Avenue  
 Sheboygan, WI 53081

The City Attorney and Director of Human Resources are the only persons with access to this voicemail and email address to ensure confidentiality. The City Attorney and Director of Human Resources will review each complaint and investigate or forward the complaint to the appropriate authority(ies) for investigation depending on the nature of the complaint. If either the City Attorney or the Director of Human Resources is the subject of the concern or complaint, that person will not take part in the investigation.

## Section 5.22 HANDLING CITIZENS' COMPLAINTS

Citizens' complaints provide an opportunity for feedback and identifying problem areas. How well complaints are handled determines the level of confidence and respect the public holds for its municipal government. When handling a complaint, be polite and never argue with the complainant even if he/she is angry, unreasonable or insulting towards you and the City. Stay calm, cool and collected.

When you receive a complaint, it is very important to follow through properly. This can be accomplished by doing the following:

1. Receive and record information pertinent to the complaint.
2. Determine which City employee is responsible to investigate and take corrective action and forward the complaint accordingly.

## Section 5.23 TELEWORK/ REMOTE WORK

### A. Primary Office

The sole determination of whether a long-term remote work arrangement will be effective will be made by each employee's Department Head after consulting the Director of Human Resources and the City Administrator, and considering the needs of the position, the department, the City of Sheboygan, employee performance, and whether the work and member and/or team communication can be accomplished remotely.

### B. Remote Location Needs

The City of Sheboygan will provide the equipment necessary for employees to work remotely, including a laptop, docking station, monitor (if deemed necessary), and keyboard/mouse. In order to work remotely, the employee must have a reliable private, secured internet connection with which they can connect to the city's virtual private network (VPN). The remote location must be within a private home setting, rather than a public communal area. All other furniture, equipment, utilities, insurance, taxes, telephone, and internet access are provided by the employee at the employee's expense and are not reimbursable to the employee by the city.

Employees and their supervisor/director will work directly with Information Technology department to arrange for the remote work equipment, and to ensure proper set-up and connection to the city's VPN.

### C. Remote Employee Expectations

The City of Sheboygan Administration reserves the right to modify a remote work arrangement at any time and to remove the employee from the arrangement for any reason. With proper notice to their supervisor/director, the employee may discontinue the remote work arrangement at any time.

Employees should be available during their scheduled work hours, or the specific hours as required by their department for communication through phone, e-mail, video-conferencing, in-person or other appropriate communication tools (i.e. text). Employee initiated schedule changes must be approved in advance by their supervisor/director.

Employees who participate in a remote work arrangement agree that City of Sheboygan Administration or their Department Head may make onsite visits during established work hours and that such visits may be made without notice.

All records, papers, and correspondence done remotely are considered the City of Sheboygan's business and property, and employees should take precautions to protect records from unauthorized disclosure or damage. Employees must continue to maintain all information which is protected by federal or state regulations in a confidential manner. Telephone contacts involving such information should be conducted in a private area. Passwords and authenticator codes to the City of Sheboygan's software must be kept confidential. Employees must ensure that family members and others will not have access to protected information at any time.

Occasionally a remote employee's presence may be required in the traditional office for meetings or other purposes and it is the responsibility of the employee to be present when requested. In most cases the employee will be notified in advance of the requirement.

#### D. Remote Office Requirements

Remote employees must have safe and adequate workspace to work from home. Following are criteria must be met for home office safety requirements:

- The temperature, noise, ventilation, and lighting levels of the dedicated office area must be adequate for maintaining normal levels of job performance.
- The employee must have a space designated for work (i.e. a desk, table, work station) and cannot consistently work from other areas (a bed, couch, etc.).
- The employee must have reliable internet and telephone/cell phone coverage and be able to respond at any time.
- Data lines, electrical cords and other extension wires are secured.
- Aisles, corners, and doorways in the work area are free of obstructions.
- Require the use of surge protectors for the City of Sheboygan's equipment while working from home.

#### E. Child/Elder Care

Remote work is not an alternative for child or elder care and the remote employee agrees to make other dependent care arrangements during remote work. Any employee who is working remotely must attest that they are not responsible for the full-time supervision of a child or elder while working remotely. The City understands that there may be childcare/elder care needs that arise while working remotely, and short non-substantial breaks are permitted. However, at no time should an employee be working remotely while also providing full time supervision of others in their care. If this situation arises, the employee must request and take paid time off (PTO).

Examples: An employee with a one year old who needs to be watched all the time would be unable to work remotely without having secured alternative child care for the child. However, an employee with a 10-year-old child who can be left to entertain and supervise themselves, but cannot be left home alone would be allowed to work from home so long as the employee only needed to take breaks for minor issues (such as making lunch, answering questions, putting on a movie, etc.)

#### F. Remote Office Equipment

The City of Sheboygan reserves the right to make the determination as to the appropriate equipment which is subject to change at any time. Equipment needs may be periodically assessed by the Information Technology Department to ensure that the employee is equipped for remote work based on the needs of the position. The city will provide necessary computer equipment including laptop pre-loaded with required standard programs, docking station, monitor (if deemed

necessary), keyboard/mouse, and a FortiClient “FortiToken” to establish the required secure VPN connection.

Remote employees will be responsible for providing Internet connectivity that is at least a standard speed, which doesn’t impede the employee from completing online work in an efficient manner. Connectivity should be checked before the employee begins working remotely.

In no event shall the use of the City of Sheboygan’s equipment change the ownership of or impede the city’s access to their equipment. All equipment and materials provided by the City of Sheboygan shall remain city’s property. The employee agrees to return all City of Sheboygan-owned hardware, software, furniture, equipment, and supplies in proper working condition and agrees to take financial responsibility for missing and/or broken items upon the termination of the remote working arrangement or termination from employment. If the employee’s own home equipment (i.e. home phone) is used, it will be at the employee’s expense. Special supplies not normally provided by City of Sheboygan may be the employee’s responsibility. Expenses for supplies normally available in the office may or may not be reimbursed depending on the circumstances.

Equipment provided by the City of Sheboygan must not be used for purposes other than city business and must be kept in a secure, confidential location, and protected against damage and unauthorized use. The City of Sheboygan equipment will be serviced and maintained by city during normal business hours (8:00 a.m. – 4:30 p.m. CST). Equipment used remotely may be initially set up by the City of Sheboygan’s Information Technology Department, if feasible. Employees should make arrangements directly with the Information Technology Department if this is the case.

If equipment requires repair or replacement where it is impossible for the employee to work remotely, the employee may be temporarily assigned to another location or may suffer loss of pay for hours not worked. Any lost hours may be made up within the confines of the Fair Labor Standards Act (FLSA).

The City of Sheboygan will not be responsible for operating costs, home maintenance, or any other incidental costs (i.e. internet cost, utilities) associated with the use of the employee’s residence. The City of Sheboygan is not responsible for insuring any personal equipment in the employee’s remote office. The employee understands that they responsible for any tax and insurance from this arrangement.

## G. Legal Compliance

### 1. Liability

The City of Sheboygan will not be liable for damages to the employee’s property resulting from participation in the Remote Work Agreement. By participating in this agreement, the employee agrees to hold the City of Sheboygan harmless against any and all claims including injuries to others at the remote location. If an employee is injured while working remotely, the employee should follow City of Sheboygan’s established procedures for reporting on-the-job injuries.

2. Employment Laws

Remote employees will be held to the same employment law standards as employees in the working in the City of Sheboygan's office. They will adhere to normal work schedules and will have to obtain prior management approval for any change to their normal work schedule (including overtime).

3. Time Off

Remote employees agree to follow established procedures for requesting and obtaining approval of leave, including PTO usage (in the event of illness). Remote work may be used as a temporary arrangement in lieu of paid time off at the Department Director and Human Resource Director's discretion.

## Section 5.24 EMPLOYEE FRATERNIZATION POLICY

The City of Sheboygan expects employees to work together as team members to efficiently provide for the needs of the City and its citizens. It is in the best interests of City employees to keep work relationships separate from personal relationships. All employees shall exercise good judgment and discretion in engaging in consensual social personal relationships.

Under no circumstances shall an employee in a management or supervisory position enter into a romantic relationship with a subordinate.

### Provisions/Requirements

1. If employees choose to enter into a consensual social relationship, the relationship will not be allowed to disrupt City business.
2. If employees marry each other, they will not be allowed to report to the same immediate supervisor after they are married. One spouse will not be allowed to supervise the other.
3. If a manager/supervisor enters into a consensual social relationship with any City of Sheboygan employee, that changes into romantic involvement, the management level employee shall promptly and confidentially provide a written notice to his/her immediate supervisor and the Human Resources Manager. The supervisor and the Human Resources Manager will immediately review the duties and responsibilities between the employees to determine if their relationship may disrupt City business. Although the relationship is not prohibited (except as provided below), it will not be allowed to disrupt business.

The City expressly prohibits any consensual social relationship, including marriage, between a manager/supervisor and an employee in his/her line of authority.

4. If a consensual social relationship is either prohibited or disrupts City business, the City will take appropriate action to transfer one or both of these employees if possible and in the City's best interests. If transfer is not possible, termination of the employment of one or both employees may be necessary. Failure to promptly and voluntarily report a consensual social relationship as required above may result in immediate transfer or termination of one or both

employees.

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## ARTICLE VI DISCIPLINE AND GRIEVANCE

### Section 6.01 GRIEVANCE PROCEDURE

The purpose of this article is to provide guidance for employees and supervisors concerning discipline of covered city employees. In addition, the purpose of this article is to establish a procedure to provide those city employees who are not covered by a grievance procedure as part of a collective bargaining agreement to resolve grievances while in the employ of the city.

This procedure is intended to comply with Wis. Stats. § 66.0509, and provides a grievance procedure addressing issues concerning workplace safety, discipline, and termination. This procedure applies to all employees covered under Wis. Stats. § 66.0509, and excepts all police and fire employees subject to Wis. Stats. § 62.13(5). A covered employee may appeal any level of discipline under this grievance procedure. Any grievance filed under the article shall be filed on behalf of an individual employee. No grievance may be filed on behalf of more than one employee, a group of employees, or any collective bargaining unit.

Nothing in this article is intended to create a legally binding contract between the city and covered employees or to change the at-will nature of employment for covered employees with the city. Employment with the city is voluntarily entered into and employees are free to resign at any time with or without cause. Similarly, the city may terminate the employment of any covered employee, at any time with or without cause, subject to applicable federal, state, or local law.

The city reserves its management rights to exclusively manage its operations.

#### Definitions

- a) "Days" as used in this policy means business days.
- b) "Employee discipline" includes all levels of progressive discipline, but shall not include the following:
  - Placing an employee on administrative leave pending an internal investigation;
  - Counseling(s), meetings or other pre-disciplinary action;
  - Wage, salary or benefit or salary adjustments for reasons other than disciplinary action;
  - Performance evaluations or reviews;
  - Actions taken to address work performance, including a performance improvement plan or plan of correction;
  - Demotion, transfer or change in job assignment for reasons other than disciplinary action;

or

  - Other personnel actions taken by the employer that are not a form of progressive discipline.
- c) "Employee termination" shall include action taken by the employer to terminate an individual's employment for misconduct or performance reasons, but shall not include the following personnel actions:



- Voluntary quit or resignation;
- Retirement;
- Position elimination;
- Layoff, furlough, reduction in force or failure to be recalled from layoff;
- Job abandonment, “no-call, no-show”, or other failure to report to work; or
- End or completion of assignment in temporary, contract or seasonal employment; or
- Any other cessation of employment not involving involuntary termination.

d) “Workplace safety” is defined as conditions of employment affecting an employee’s physical health or safety, the safe operation of workplace tools and equipment, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

e) “Grievant” is the individual filing the grievance or appeal who is personally affected by the discipline, termination or workplace safety issue. A grievant is the only person who may file a grievance. The issue raised in the grievance must relate to issues personal to the grievant filing the grievance and may not relate to matters affecting other parties.

#### Procedure

##### a) *Grievance Processing*

An employee must process his/her grievance outside of normal work hours, unless the employee elects to use accrued paid time off in order to be paid for time spent processing his/her grievance through the various steps of the grievance procedure.

A written grievance filed under this policy must contain the following information:

- The name and position of the employee filing it;
- A statement of the issue involved;
- A detailed explanation of the facts supporting the grievance;
- The date the event giving rise to the grievance took place;
- The identity of the policy, procedure or rule that is being challenged; and
- A statement of the remedy sought.

##### b) *Steps of the Grievance Procedure*

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

##### Step 1 – Written Grievance Filed with the Department

The employee must prepare and file a written grievance with his/her Department Head within five (5) days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision, if possible within ten (10) days of receipt of the grievance. In the event the grievance involves the Department Head, the employee may initially file the grievance with the Human Resources Director, who shall conduct the Step 1 investigation.

#### Step 2 – Review by Human Resources Director [or City Administrator]

If the grievance is not settled at Step 1, the employee may appeal the grievance to the Human Resources Director [or City Administrator] within five (5) days of the receipt of the decision of the Department Head at Step 1. The Human Resources Director [or City Administrator] or his/her designee will review the matter and inform the employee of his/her decision, if possible within ten (10) days of receipt of the grievance.

#### Step 3 – Impartial Hearing Officer

If the grievance is not settled at Step 2, the employee may file, within five (5) days following receipt of the decision of the Human Resources Director [or City Administrator], a written appeal for review by an impartial hearing officer. The City shall select the impartial hearing officer, who shall not be a City employee. In all cases, the grievant shall have the burden of proof. The jurisdiction of the impartial hearing officer is limited to answering the following question: Based upon the preponderance of the evidence, has the Grievant proven that the action of the City was arbitrary and capricious?

This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer may admit all evidence that he/she deems relevant to the issues raised, and may exclude immaterial, irrelevant or repetitious testimony or evidence. After the Grievant and the City have presented all relevant witnesses and evidence, the impartial hearing officer shall close the hearing. The impartial hearing officer may ask for oral or written closing statements.

The impartial hearing officer shall prepare a written decision within ten (10) days of the close of the hearing. The impartial hearing officer shall have no authority to issue a remedy, but the impartial hearing officer may recommend remedy. Remedial action and authority shall be subject to the determination and approval of the City Council, and shall be addressed in the event a grievance is sustained.

#### Step 4 – Review by the Governing Body

If the grievance is not resolved after Step 3, the Grievant or the City may request, within five (5) days of receipt of the written decision from the hearing officer, a written review by the Governing Body. In most instances, the appeal shall be heard by the City Council. For Library, Transit and Water Utility employees, the appeal shall be filed with the Library Board, Transit Commission, or Water Utility Board.

The Governing Body shall not take testimony or evidence; it may only determine whether the impartial hearing officer reached an arbitrary or incorrect result based on a review of the record before the impartial hearing officer. The matter will be scheduled for the Governing Body's next regular meeting. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. The Governing Body shall not substitute its judgment for that of the impartial hearing officer. Findings of fact shall be upheld unless they are clearly erroneous. The Governing Body will inform the employee of its findings and decision in writing within

ten (10) days of its meeting. The Governing Body shall decide the matter by simple majority vote and this decision shall be final and binding.

### Employee Representation

An employee shall have the right to be represented by an attorney or other representative at Step 3 of the grievance procedure at the employee's expense. The representative may not be a material witness to the dispute. Employee discussion with his/her representative shall not take place during working hours.

### Time Limits

The timelines provided in this policy must be strictly followed. If the Grievant fails to meet the timelines set forth above, the grievant shall be considered resolved. If the City fails to meet the timelines set forth above, the grievance shall advance to the next step of the process. The only exception to this policy is if the Grievant and the City mutually agree in writing to waive a timeline, but such waiver must occur in advance of the expiration of the timeline.