

CITY OF BRODHEAD
PERSONNEL MANUAL
ADOPTED FEBRUARY 17, 2015

ACKNOWLEDGMENT AND RECEIPT

AND

STATEMENT OF EMPLOYEE UNDERSTANDING

A copy of the official City of Brodhead Personnel Manual, officially approved by the Common Council was presented to me. I understand that the rules, regulations and procedures set forth in this Manual will govern my employment with the City of Brodhead, hereinafter referred to as "City." I further acknowledge that it is my responsibility to thoroughly review this Manual and familiarize myself with the contents of this Manual. This City of Brodhead Personnel Manual is understood to form the rules for my employment with the City of Brodhead. I understand that this Manual is the property of the City of Brodhead and I agree to keep the Manual in good condition and update the material when necessary.

I understand that none of the benefits or policies in this Manual are intended by reason of their publication to confer any rights or privileges or to entitle me to be or remain employed by the City.

I understand that the contents of this Manual are presented as a matter of information only. While the City believes wholeheartedly in the plans, policies, and procedures described here, I understand they are not conditions of employment and are subject to unilateral change by the City.

I understand that while City hopes that my employment with the City will be long-lasting, I am of course, free to resign at any time just as the City is free to terminate my employment at any time.

Employee Signature

Dated: _____

Department Head

Dated: _____

City Clerk

Dated: _____

ARTICLE I

INTRODUCTION

SEC. 1.1 EMPLOYMENT PRINCIPLES AND OBJECTIVES.

- (a) All employees of the City of Brodhead are hired to do a job and every employee makes an essential contribution to the operation of the City. Each employee is a member of the City team. Successful teamwork requires hard work, communication, cooperation, dedication and initiative. The success of the entire City team, policy makers, taxpayers and staff, depends on the cooperative efforts of each individual to accomplish mutual goals. City employees are expected to provide uniform, quality service to all residents. The attitudes and actions of each employee in performing his/her duties and in dealing with City residents affect the image and reputation of the City of Brodhead. Each employee has a responsibility to maintain and improve that image and representation by providing competent, prompt and courteous service.
- (b) Each service department has a unique job to perform and special circumstances with which to contend. While the City attempts to standardize procedures, work schedules and work rules, they may vary from department to department.

SEC. 1.2 UNIVERSAL POLICIES.

The following are considered universal policies to be followed by all employees of the City of Brodhead:

- (a) **CITY PROPERTY.** Any City property issued to an employee must be returned to the City of Brodhead at the time of employee termination or when it is requested by the Department Head or designated representative. No City property shall be used by any employee for personal or private advantage.
- (b) **CARE OF CITY PROPERTY.** All employees are expected to exercise due care in the use of City of Brodhead property and to utilize such property only for authorized purposes. In cases of intentional misuse, employees may be held responsible for damages.
- (c) **GUNS OR WEAPONS.** Guns or weapons shall not be allowed inside City of Brodhead public facilities (does not apply to police officers).
- (d) **DRESS AND GROOMING.** All employees are to dress and be groomed appropriately for the requirements of the jobs and to comply with departmental, health and safety standards.

SEC. 1.3 PUBLIC RELATIONS.

- (a) Excellent public relations start with providing excellent service. All departments should always be looking for better and less expensive ways of serving the public. They should also be trying to prevent problems, if at all possible. Department Heads shall be always aware of public perception of their department as a part of the City of Brodhead. Customer satisfaction surveys may be conducted of departments and Department Heads to achieve this goal. To help insure a positive image of the City of Brodhead, all City employees should have some basic understanding of the City Government services and offices. Employees should strive to be public servants, not bureaucrats.

- (b) Employees should answer questions thoroughly, quickly and with courtesy. Address questions from residents, business people, prospective business people and public officials are part of a day's work. If you do not have the answer at hand, please take the person's name and contact information so you can get an answer for them.

SEC. 1.4 PERFORMANCE REVIEWS.

- (a) Each fiscal year, every employee will be evaluated by his/her Department Head. Department Heads will be evaluated by their standing committee and that will be turned over to the Personnel Committee to take to the City Council. All evaluations will be performed in writing. Copies will be made available for inspection by the employee involved in a review.
- (b) Department Heads shall conduct written performance evaluations annually on employees under their supervision to be filed no later than October 15 with the Personnel Committee. Evaluations shall be signed by the person conducting the evaluation and initialed by the employee. The standing committees shall conduct annual written evaluations of Department Heads by October 15th, again to be filed with the Personnel Committee. Evaluations can also be performed as needed by Department Heads or standing committees.
- (c) Objectives of performance evaluations include:
 - (1) To give employees positive feedback concerning their work for the City.
 - (2) To determine whether or not an employee is meeting the expectations of the City.
 - (3) To stimulate improved performance on the part of each employee, as well as better performance on the part of the work units.
 - (4) To provide employees and their Department Heads with an opportunity periodically to discuss work-related problems and work out solutions.
 - (5) To provide employees and their Department heads with an opportunity to identify employees' training needs.
 - (6) To provide the City an objective basis for deciding matters concerning retention, promotion or wage increases, where applicable.
 - (7) To provide a documented source of information about an employee's past performance in a decision needing to be made concerning discipline or dismissal.

SEC. 1.5 PERSONNEL OBJECTIVES AND ADMINISTRATION.

- (a) The Personnel policies, procedures, rules and regulations set forth in this City of Brodhead Personnel Manual shall be applicable to all full-time, part-time and temporary seasonal employees not covered by a Collective Bargaining Agreement, over whom the City Council has supervisory authority. Those non-sworn employees who are employed with the City Police Department may have additional rules of conduct which govern their employment. In the event of a conflict between the Police Department Rules of Conduct and this

Personnel Manual, the Police Department Rules of Conduct shall apply to those employees who are employed with the City Police Department.

- (b) The general purpose of the following personnel objectives and rules is to establish a system of modern personnel administration that meets the social, economic and program needs of the City of Brodhead. These objectives and rules will be administered with the following merit principles.
 - (1) Recruiting, selecting and advancing employees on the basis of their relative ability, knowledge, and skills including open competition of qualified applicants for appointment.
 - (2) Establishing pay rates consistent with the principle of providing comparable pay for comparable work.
 - (3) Recognizing good job performance, rewarding exceptional performance, and correcting inadequate performance all in a fair and timely manner.
 - (4) Assuring fair treatment of all applicants and employees in all aspects of personnel administration without regard to political preference, marital status, race, creed, age, sex, physical disability, national origin, or sexual preference, and with proper regard to their rights as citizens.
 - (5) Providing a work atmosphere free from harassment and ridicule.
- (c) None of the benefits or policies in this Manual are intended by reason of their publication to confer any rights or privileges or to entitle a City of Brodhead employee to be or remain employed by the City of Brodhead. The contents of this Manual are presented as a matter of training and information only. While the City of Brodhead believes wholeheartedly in the plans, policies, and procedures described here, they are not conditions of employment and are subject to unilateral change by the City of Brodhead. Furthermore, such employment and compensation can be terminated with or without cause and with or without notice, at any time, at the option of either the City or the employee. These provisions in 1.5(c) may not be varied without formal action of the Common Council.

SEC. 1.6 AUTHORITY - DISTRIBUTION.

- (a) The authority to approve personnel policy is vested in the City of Brodhead Common Council.

It is the responsibility of the City of Brodhead Personnel Committee to recommend changes to the City of Brodhead Common Council for approval.
- (b) The overall authority and responsibility to administer the personnel policy is vested in the City of Brodhead Common Council. As such, the Department Heads shall be responsible for the day-to-day administration of the personnel program.
- (c) The Personnel Policy Manual shall be issued to all City of Brodhead employees as a means of providing a very important personnel resource. This Manual has been designed to serve as an important source of information for every covered City of Brodhead employee.

SEC. 1.7 SUPPLEMENTS TO THE POLICY MANUAL.

- (a) Procedures and policies in this Personnel Rules and Regulations Manual are subject to change and modification based on changing conditions and in light of new experiences. This Manual shall not be considered a contract but rather a statement of the City's policies and procedures which shall govern the employment of all non-sworn City of Brodhead employees with the exception of library personnel.
- (b) From time to time, supplements to this Personnel Manual will be issued. These supplements will update and/or revise present policy and practice whenever it is deemed necessary. All employees are responsible to study the revised supplements carefully prior to placing them in the Policy Manual. This Manual is in loose leaf form to allow for these changes and additions. Please be sure to remove old policy statements and procedures when the revised sections are issued.

ARTICLE II

EMPLOYMENT PRACTICES (RECRUITMENT-SELECTION-PLACEMENT)

SEC. 2.1 EQUAL EMPLOYMENT OPPORTUNITIES.

- (a) **GENERAL POLICY.** It shall be the policy of the City of Brodhead to recruit and select the most qualified persons for positions in the City of Brodhead, including full-time, part-time and limited term appointments. Recruitment and selection shall be conducted in an affirmative manner to insure open competition, provide equal opportunity, prohibit discrimination because of race, color, religion, place of residence, politics, sex, sexual preference, marital status, national origin, age, mental or physical handicap or genetic test.
- (b) **DISCRIMINATION PROHIBITED.** The Common Council, as the duly elected legislative authority, of the City of Brodhead, reaffirm, endorse, support and are committed to the concept of equal opportunity employment as defined and/or implied under Title VII of the Civil Rights Act of 1964 and Equal Employment Opportunity Act of 1972. Equal employment opportunity will be assured in the employer's personnel systems. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, separation, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, or because of race, national origin, or other non-merit factors is prohibited.
- (c) **EQUAL EMPLOYMENT OPPORTUNITIES.** It is the policy of the City not to discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex marital status, sexual preference, national origin or ancestry or genetic test. This policy not to discriminate in employment includes, but is not limited to the following:
 - (1) The City will employ those applicants who possess necessary skills, education and experience, without regard to race, color, religion, creed, age, sex, marital status, sexual preference, national origin or ancestry or genetic test.

- (2) The City will promote, upgrade, transfer or demote, recruit, advertise or solicit for employment without regard to race, color, religion, creed, age, sex, marital status, sexual preference, national origin or ancestry or genetic test.
- (3) The City will train during employment and select for training and apprenticeship programs without regard to race, color, religion, creed, age, sex, marital status, sexual preference, national origin or ancestry or genetic test.
- (4) No employee shall aid, abet, compel, coerce or conspire to discharge or cause another employee to resign because of race, color, religion, creed, age, sex, marital status, sexual preference, national origin or ancestry or genetic test.
- (5) The City will establish rates of pay and terms, conditions or privileges or employment without regard to race, color, religion, creed, age, sex, marital status, sexual preference, national origin or ancestry or genetic test.
- (6) The City will use for job referral purposes, only those employment agencies which do not discriminate on the basis of race, color, religion, creed, age, sex, marital status, sexual preference, national origin or ancestry or genetic test.

State Law Reference: Sections 111.31 through 111.372, Wis. Stats.

SEC. 2.2 LICENSES AND CERTIFICATIONS.

- (a) Applicants for a position that requires a license and/or certification must: (1) present valid proof of same prior to the first assigned starting date; or (2) per Common Council request prior to hire, those positions requiring special certification by an agency of the state must submit proof of satisfactory completion, with certification to professionally practice in the State of Wisconsin, within the time frame requested by Common Council.
- (b) Persons operating a City vehicle or equipment must possess an appropriate and valid operator's license and submit that license as proof.
- (c) Various other certifications may be requested as proof of completed education at a recognized institution or university. The City of Brodhead reserves the right to obtain necessary information regarding academic achievement transcripts, educational files, health records, or prior employment records of any applicant. Any person who is without their operator's license, be it automotive, water, etc., shall immediately notify the Department Head and Personnel Committee of the fact.

SEC. 2.3 SUBMISSION OF APPLICATIONS.

- (a) All employment applications for general positions shall be filed through the City Clerk's office, who shall forward to appropriate Department Head.
- (b) Any application which is false, untrue, or fraudulent in any manner will be subject to disqualification. If the candidate has been hired, he/she will be subject to immediate dismissal by the Common Council, Library Board, or Water & Light Commission, as may be appropriate.

SEC. 2.4 DISQUALIFICATION.

- (a) The Personnel Committee and Common Council may refuse to examine an applicant or, after examination, to certify the applicant as eligible:
- (1) Who is found lacking in any of the established preliminary requirements for the position sought.
 - (2) Who is physically unable to perform the duties of the position to which he/she seeks appointment.
 - (3) Who is currently using nonprescription narcotics or is consuming intoxicating beverages in a manner which would adversely affect the prospective employee's job performance and/or safety of others.
 - (4) Who has been convicted of an offense against the law, subject to Sections 111.321, 111.322 and 111.335 Wis. Stat. (a criminal conviction will not necessarily exclude an applicant from employment)
 - (5) Who has been dismissed from any public service for just cause.
 - (6) Who has made false or untrue statements of material facts in his/her application, medical reports or resume.
 - (7) Who has demonstrated poor interpersonal characteristics.
 - (8) Who has a physical or mental health condition which would prevent the individual from performing the essential function(s) of the job that they applied for, provided that reasonable accommodations, which would make the handicapped applicant qualified, cannot be made, or can only be made through undue hardship to the City of Brodhead.
 - (9) Whose character or employment references are unsatisfactory.
- (b) Any applicant deemed disqualified hereunder shall be notified by the City Clerk, as so directed by the Personnel Committee or Common Council. Deficient applications shall be returned to the applicant for corrections provided the applicant appears to be qualified for the position.

SEC. 2.5 ORAL AND WRITTEN EXAMINATIONS.

- (a) As a tool in evaluating an applicant, certain oral and/or written examinations may be required. The subject matter for these tests will measure the degree to which candidates have identifiable characteristics which have been determined to be important in successful performance in the job applied for.
- (b) Applicants will be required to demonstrate their ability to perform the duties and responsibilities of the position for which they have applied. The demonstration may involve the satisfactory completion of a written, verbal, or practical examination, or a combination of those examinations, and/or a review of the applicants' previous training and experience. Results will be reviewed at the time of the scheduled interview with the applicant. Examinations will be administered, scored and interpreted by the Common Council or its representatives.

SEC. 2.6 MEDICAL EXAMINATIONS.

Every prospective year-round, full-time employee may be required to pass a physical examination conducted by a licensed physician before being appointed. This examination is administered by a physician arranged for by the City Clerk and shall be paid for by the City.

SEC. 2.7 BACKGROUND INVESTIGATIONS.

Every new employee of the City shall have a routine background check made by the Police Department. This will be done before appointment. The personal background and criminal and/or civil action data will be evaluated in relation to the applicant's perceived ability to perform the duties and responsibilities of the specific position.

SEC. 2.8 PROBATIONARY PERIOD.

- (a) Any newly hired permanent full-time or part-time employees are required to serve a probationary period commencing on their date of employment.
 - (1) Permanent full-time and permanent part-time personnel shall serve a six (6) calendar month probationary period.
- (b) During the probationary period, the employee has the obligation to demonstrate proper attitudes and abilities for the position for which employed. The employee may be dismissed without prior notice, hearing, or cause during the probationary period.

SEC. 2.9 EMPLOYEE ORIENTATION.

NEW EMPLOYEE ORIENTATION. The Department Head shall be responsible for the orientation of all new employees and shall, on the first day of employment or as soon thereafter as possible during the first pay period, meet with new employees and advise them of all general conditions of employment such as hours of work, fringe benefits, pay and pay periods, and City regulations, privileges and responsibilities. It is recommended that the Department Head and Personnel Committee prepare, and modify as needed, an employee orientation manual for distribution to new employees. The Department Head shall orient such new employee to the conditions relating to the job and work site. Such orientation shall include instructions to fellow workers, work standards, safety regulations, break periods and other departmental, office or function working conditions and regulations.

SEC. 2.10 HIRING OF RELATIVES.

No Employee shall be permitted to work in the same department with or under the supervision of a relative. For the purpose of this paragraph, Arelative@ means an individual's spouse, parent, children, including step-children, siblings and relative by marriage, lineal descent or adoption who receives, directly or indirectly, more than one-half of his or her support from the individual or from whom the individual receives, directly or indirectly, more than one-half of his or her support. This section shall be effective for all new hires from the date of adoption of the Personnel Manual forward.

ARTICLE III

CONDITIONS OF EMPLOYMENT

SEC. 3.1 WORKING HOURS - EMPLOYEES.

- (a) WORKING HOURS. All full-time employees shall work an average of not less than 40-hours per week. The Department Head shall be responsible for the work schedules of all employees under his authority. This includes Streets, Park and Recreation, Water and Light, Library and all other employees.
- (b) OVERTIME. Full-time employees may occasionally be asked to work overtime and be paid time-and-one-half for any hours over forty (40) hours in each week.

SEC. 3.2 RECORD KEEPING OF HOURS.

It shall be the responsibility of the Department Head or designee, to assure proper recording of hours worked. Before records of time worked are submitted to the Clerk, they are to be reviewed, approved, and signed by the Department Head or authorized designee.

SEC. 3.3 ABSENCES.

If an employee will be absent from work, it is the employee's responsibility to contact the Department Head and inform them of the reasons for the absence. This should be done as soon as possible before the beginning of the regular work shift. All absences except for annual vacations and holidays should be considered emergency measures - not something to be used at the employee's convenience.

SEC. 3.4 MILITARY LEAVE.

- (a) A leave of absence without pay shall be granted to any full-time or part-time employee who is drafted, enlisted or is called to duty in the armed forces of our country. Re-employment rights of such employees shall be governed by Section 45.50, Wis. Stats.
- (b) Employees who are members of the National Guard or United States Military Reserve shall be granted temporary leaves of absence for required hours of duty or training. The Employer agrees to pay to full-time employees the differential between the military pay for such required duty or training and the employee's regular straight time earnings for such period, but such differential pay shall be limited to a maximum of two (2) weeks' pay, less military pay, in any one (1) year.
- (c) Should a full-time employee elect to use his vacation time for military training, vacation pay will be paid for the vacation period instead of differential pay.

State Law Reference: Section 45.50, Wis. Stats.

SEC. 3.5 EMPLOYEE INJURIES AND MEDICAL ILLNESSES.

(a) ON-THE-JOB INJURIES.

(1) Reporting.

- a. Employees injured on the job shall report the injury immediately to the Department Head and City Clerk, if physically able to do so.

- b. All accidents are to be reported immediately to the Department Head and/or City Clerk, however minor.
 - c. The Department Head or City Clerk will assist in arranging for first aid treatment or for a doctor's care, if necessary.
 - d. The Department Head or City Clerk will make a record of the injury for future reference, in case of later complications.
- (2) Benefits. An employee incurring a physical injury while on the job for the City will, if the injury is temporarily disabling for three (3) or less days, receive regular pay, unless compensated by Workman's Compensation. Worker's Compensation Insurance will pay if the employee is absent for more than three (3) days. If the employee is absent due to on-the-job injury for more than eleven (11) days, Worker's Compensation Insurance will pay beginning with the first day the employee was absent due to injury.
- (3) Release for Work After Injury. In all cases of injury requiring the services of a physician, it is the responsibility of the employee to obtain from the physician a release authorizing his return to work. The release shall indicate the date upon which the employee may return to work. No employee shall be allowed to return to work without a properly signed release from a physician.
- (b) OFF-THE-JOB DISABILITY.
- (1) When a permanent employee who suffers an off-the-job injury or sickness exhausts all of his accrued benefits (including sick leave, vacation and holidays), he or she may be placed on Temporary Medical Leave of Absence with the approval of the Department Head and Mayor. If the employee is permitted a Temporary Medical Leave of Absence, the Mayor, on the recommendations of the Department Head, shall set the time period based on the circumstances in each specific case. Benefits will not accrue during the Temporary Medical Leave of Absence and in no event shall the leave be permitted to extend beyond one (1) year. An employee granted Temporary Medical Leave of Absence will be permitted to continue their coverage under the Group Health insurance and/or Life Insurance at their own expense.
- (2) Although the City does not guarantee the employee's reinstatement to their original position, the City will permit the employee to resume his original status, if their position is still in existence and vacant. If the position no longer exists, or is filled, the City will make an active effort to place the employee in a comparable position as soon as one becomes available in the organization.
- (3) If a full-time employee is deemed to be permanently disabled to the extent that the employee is not able to perform the essential function of the employee's job with reasonable accommodation as the result of an off-the-job injury or sickness, the employee shall be terminated effective the date of such decision by the Common Council. Any unused, accrued, vacation and holiday and sick leave benefits will be paid to the employee upon his/her termination.
- (c) LIGHT DUTY WORK STATUS.

- (1) It is in the best interest of the City of Brodhead and its employees to have injured or ill employees return to work as soon as they are physically capable. Therefore, following the occurrence of either an on-the-job injury/illness or an off-the-job injury/illness, an employee who is determined to be capable of working at some level of capacity other than his/her normal capacity may be assigned such work and conditions as may be beneficial to the City of Brodhead if the circumstances reasonably permit.

- (2) The Department Head shall review each case on an individual basis and shall determine if the employee's health status and the pertinent department's work environment are such that the injured/ill employee could fill in a light duty work status. The Department Head shall consult with the employee and such medical and/or professional personnel as may be appropriate. After carefully reviewing the circumstances of each case, the Department Head shall determine whether the employee should be classified in a Light Duty Work Status. If Light Duty is assigned by the Department Head, there must be a written medical opinion from a qualified doctor stating that the employee is able to return to work in a Light Duty Work Status. Based on the doctor's written statement, the Department Head shall identify the duties that would be performed by the employee, as well as the length of the Light Duty Work Status and the employee's work schedule.
- (3) Upon determining to place an employee on a Light Duty Work Status, the Department Head shall immediately advise the employee and direct the employee to report for Light Duty work. An employee who is assigned a Light Duty Work Status shall continue in his/her status as an employee of the City with the same wage and benefits that were assigned to his/her permanent position. Failure to report for or to carry out the assignments of the Light Duty Status shall be considered misconduct.
- (4) Light Duty Work Status shall not exceed a twelve (12) month period of time in any thirty-six (36) consecutive month period. An employee who is placed on a Light Duty Work Status and is physically unable to resume full duties (as defined by the employee's official job description) at the end of the twelve (12) month period of time, shall either be permanently reclassified or reassigned, placed on a Medical Leave of Absence without compensation, or terminated. Such decision shall be made by the Common Council based on the circumstances of each specific case.

SEC. 3.6 WORKER'S COMPENSATION AS PROVIDED UNDER WISCONSIN STATE STATUTES.

- (a) The City employees operate under and are subject to the Wisconsin Worker's Compensation Act. The City will provide and pay for all necessary first aid medical and surgical services reasonably required by law.
- (b) If any employee suffers an accidental injury or disablement as the result of occupational disease, arising out of and in the course of his employment, he should follow the procedure stated in Sec. 3.5 above for reporting the same.
- (c) All related billings and record of time off, due to accidental injuries or occupational illness must be forwarded to the Department Head and the City Clerk. Benefits will be paid under Worker's Compensation and not under the Group Insurance Plan.

ARTICLE IV

EMPLOYEE BENEFITS

SEC. 4.1 HOLIDAYS.

- (a) (1) The following days shall be paid holidays for full-time employees:

New Year's Day	Thanksgiving Day
Easter Day	Christmas Eve (1/2 day)
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

Labor Day

- (2) When any such holiday falls on a Sunday, the following Monday shall be considered the paid holiday. When any such holiday falls on a Saturday, the preceding Friday shall be considered the paid holiday.
 - (3) To be eligible for holiday pay, such employee must have satisfactorily completed his probationary period and have worked the work day prior to and the work day following such holiday unless he is on vacation, sick leave or any other excused or authorized leave.
 - (4) If any of the above-named holidays fall during an employee's vacation, such employee shall be granted another day off at a time mutually agreed upon between the employee and the Department Head.
 - (5) In the event that a paid holiday falls within a period when an employee is on sick leave, it shall be charged as a paid holiday, and not deducted from the employee's sick leave.
- (b) Full-time hourly employees scheduled to work on these holidays shall, in addition to their regular holiday pay, receive pay at time-and-one-half their normal wage for hours worked. Employees called in to work on these holidays shall receive time-and-one-half their normal wage for each hour they work. Any Department Head called into work on these holidays shall have the option to carry over the holiday. Carry overs must be used within three months of accrual.
 - (c) Employees who do not use their entitled Personal Holidays in the given calendar year will not receive additional compensation or additional time off as a carryover into the next calendar year.
 - (d) When scheduled to work on a paid holiday, if the employee is unable to report to work, he shall not be eligible for the holiday compensation. Under no circumstances will an employee be compensated with both holiday pay and sick leave pay when the employee is unable to report to work on a scheduled holiday.

SEC. 4.2 PAID VACATIONS.

- (a) Effective January 1, 2007, vacation time shall be accrued according to the following schedule. After an employee's probationary period, accrued vacation days may be taken subject to scheduling by Department Head. The carryover of vacation time is prohibited unless there are extenuating circumstances. Vacation exceeding the permitted accumulation will be forfeited. The recording of vacation time will be on the Employee's anniversary date.

<u>Years Employment</u>	<u>Vacation Time Accrued</u>
1 - 6 months	Probation
1 year	5 days
3 years	10 days
7 years	15 days

After 15 years, each additional year of employment results in an accrual of one additional vacation day, not to exceed 25 vacation days per year. All employees hired before June 1, 2006 shall retain all vacation time previously accrued, if greater than that provided in the above schedule.

- (b) Vacation time may be taken in hours, 15 minute increments of hours or days, upon approval of the Department Head.
- (c) Upon termination, a permanent full-time or part-time employee shall receive compensation for all unused current year vacation allowances. Specifically excluded from this are all probationary employees who terminate, or are terminated prior to the completion of their probationary period.
- (d) In the event of the employee's death, compensation for all unused current vacation allowance shall be paid to his beneficiary.

SEC. 4.3 INSURANCE.

Employees are eligible to receive whatever health, dental and life insurance is being obtained by the City. Information on each of these insurance plans may be obtained from the City Clerk. Insurance is available only to full-time employees.

SEC. 4.4 RETIREMENT BENEFITS.

After successfully completing the probationary period, full-time employees are entitled to a retirement benefit per Wisconsin Trust Fund rules and regulations. This is available to permanent positions budgeted for at least 600 hours per year.

SEC. 4.5 SICK LEAVE.

- (a) Sick leave pay shall not be considered a right which an employee shall use at his discretion, but shall be allowed as a privilege in such cases where the employee is sick or disabled as defined in this section.
- (b) Each full-time City employee shall be entitled to one and one-half sick days for completed month of employment, which may accumulate up to a total of 100 sick days. Sick leave shall be on the first day of illness or injury. Any sick leave requiring more than three (3) days shall require a written statement from a doctor stating the necessity of that leave and the reason. Sick leave may not be used in any case covered by worker's compensation. Such employees who retire under the Wisconsin Retirement System shall be paid fifty percent (50%) of their accumulated sick leave. Upon the death of such an employee, one hundred percent (100%) of his/her accumulated sick leave shall be paid to his/her survivors.
- (c) If an employee achieves the maximum limit of one hundred (100) accumulated sick leave days during any calendar year, the employee shall be allowed one (1) day as a personal day off with pay provided the day is taken before the end of the calendar year. The timing of the day off must be agreeable with the employee's Department Head. This day must be taken as a day off and pay may not be made to the employee in lieu of taking the day off. If the personal day is not taken before the end of the calendar year, it will be forfeited.
- (d) At the end of the calendar year, each employee who has accumulated more than the one hundred-(100)-day limit shall be paid at a rate of twenty percent (20%) for each day over the maximum. The employee will then start the New Year at the maximum.
- (e) Sick leave is granted for medical reasons only as an accommodation to employees and not as a fringe benefit. In order to accommodate absences for health reasons for less than a half day, employees shall be paid accordingly with time off. Upon termination, for whatever reason, except for discharge or firing, accumulated and unused sick leave will be paid at one-half (1/2) days accumulated. The use of sick leave for purposes other than obtaining medical treatment or remaining home on medical advice and for medical

reasons is an abuse of sick leave policy and grounds for termination. Sick leave will be granted to an employee who is unable to report to work due to non-work related illness or injury which physically prevents him/her from effectively performing his/her job. Paid sick leave will not be provided for employees who are absent due to any occupational sickness, injury or disability occurring as a direct result of outside employment. Department Heads retain discretion to monitor and prevent abuse of the sick leave policy.

- (f) Employees claiming the benefit of sick leave shall notify their Department Head prior to four (4) hours of their normal starting time of their need to be absent. In the event the employee has not given such notification, sick leave may be granted if the circumstances justify the failure to give said notice. Any employee off work on sick leave shall, whenever possible, notify his Department Head of his intent to return to work on the day prior thereto. When notifying the supervisor, the employee must indicate what illness and/or injury prevents him from reporting to work, when he will be able to return to work, and identify the location where he will be recovering. The City retains the right to contact the employee at the location indicated at any time during the employee's scheduled work day. Such contact shall be made at the discretion of the Department Head. Employees of the City may use four (4) unexcused sick days per calendar year. All other sick days starting with the fifth sick day of each calendar year must be excused with a doctor's written explanation, including a medical reason for the absence.
- (g) In the event of sick leave extending beyond three (3) consecutive days, the employee shall be required upon request to furnish the City with a certificate of illness signed by a licensed physician. If the City, in its own discretion, has reason to suspect that an employee is abusing sick leave, such certification of illness may be required and shall be furnished for sick leaves of less duration.
- (h) The leave provided for in this Section shall apply only to days that the employee is regularly scheduled to work and shall not apply to over-time hours or to days when the employee is on vacation, on funeral leave, military leave or on any other types of paid or unpaid leaves of absence.
- (i)
 - (1) As a mutual protection for the employee and the City, the City may require an employee to submit to a physical examination by a City-designated physician when, in the City's opinion, the performance of the employee may have become limited or weakened by virtue of impaired health. The City may require the employee to conform to the physician's recommendation as a condition of continued employment.
 - (2) If the physician's report indicates that the employee is unfit to perform the duties of the job because of a physical condition, the City may place the employee on a Temporary-Off-Duty Job Disability Leave as described in Section 3.5.

SEC. 4.6 EMERGENCY LEAVE.

- (a) Full-time employees are eligible for paid Emergency Leave in the event of serious illness and/or injury in the immediate family. The days (and/or hours) used for Emergency Leave in this Section 4.6 shall reduce Sick Leave accumulated by an equal amount. For purposes of this section, immediate family shall include: grandparent, parent, foster parent, brother, sister, brother-in-law, sister-in-law, spouse, children, grandchildren, no matter where they live, and any significant other or other relative residing in the employees' household.
- (b) In the case where an employee experiences death or a serious illness or injury in his immediate family, the employee will be eligible for Emergency Leave, if one or more the following circumstances exist:

- (1) The employee is required to provide health care to an immediate family member.
 - (2) The employee is required to take an immediate family member to a medical facility for care and/or treatment. This includes being present during and immediately after initial care or treatment for a serious medical problem.
 - (3) The employee requires time away from the job to recover from emotional stress caused directly from a death or serious illness or injury experience by an immediate family member.
- (c) (1) Each situation shall be reviewed by the Department Head. If it is determined that the necessary requirements for Emergency Leave have been fulfilled, the Department Head may authorize the use of up to a maximum of twenty-four (24) working hours for that purpose. The Mayor and/or Department Head may extend the Emergency Leave if circumstances warrant.
- (2) In the case where an employee experiences any emergency situation which seriously endangers the life and/or well-being of a member of his immediate family, and/or of his property, the Supervisor may authorize the use of one (1) emergency day. Examples of where the one (1) day Emergency Leave would be appropriate would include: life-threatening fire at the employee's home; an immediate family member involved in a life-threatening auto accident; or any other emergency situation which would threaten the life or well-being of an immediate family member, thereby requiring the employee's immediate attention. Each situation must be reviewed and approved by the Department Head.

SEC. 4.7 MATERNITY LEAVE.

- (a) POLICY. It is the policy of the Employer to follow a uniform set of procedures in regard to maternity. Maternity is considered the same as medical disability and will be treated by the Employer in the same manner as an illness.
- (b) PROCEDURES.
- (1) The point at which an employee's pregnancy is considered a disability shall be determined by a physician. The employee shall provide a written statement from her physician evidencing such status.
 - (2) The Clerk shall request a written authorization from the employee's attending physician for the employee to continue working during her pregnancy.
 - (3) It is mandatory that the employee have a written permit from her doctor in order to return to work.
 - (4) The period of maternity leave may be extended, for medical reasons, by a physician after the patient/employee receives a medical evaluation, usually six (6) weeks following delivery.

SEC. 4.8 PATERNITY LEAVE.

A full-time or part-time employee who is the father of a newly born infant shall be permitted to take_fifteen (15) days off, provided that they are normal work days. Such use shall reduce the amount of sick days accumulated by an equal amount. Any days off taken in excess of accumulated sick days shall be unpaid.

SEC. 4.9 JURY DUTY.

Any employee required to serve jury duty shall be paid his regular wages and shall turn over to the Clerk any monies, excluding mileage allowance, he shall receive as a result of such jury duty.

SEC. 4.10 FUNERAL LEAVE.

- (a) Employees are eligible for paid funeral leave in the event of death in the immediate family.
- (b) Employees may take up to three (3) calendar days funeral leave with pay for the death of a father, mother, stepfather, stepmother, spouse, sister, brother, child or grandchild.
- (c) Employees may take one (1) day leave with pay for the death of a father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, aunt, uncle, co-worker or any other relative or significant other in the employee's household.
- (d) Employees may take one (1) day leave without pay for the death of any individual not identified in subparts (a) through (c) in the discretion of the Department Head.
- (e) The leaves provided for in this Section shall apply only to days that the employee is regularly scheduled to work and shall not apply to overtime hours or to days when the employee is on vacation, off for a holiday, on sick leave, military leave or on any other type of paid or unpaid leave of absence. The Department Head may limit the number of co-workers allowed bereavement leave.
- (f) Time off without pay may be allowed to full-time employees by the Department Head up to a maximum of three (3) work days when necessary to arrange for or attend the funeral of more remote members of the family than listed in Subsection (b) and (c) herein and the Department Head may further allow such additional time off without pay as he may deem necessary in special circumstances in connection with the provisions of this Section.

SEC. 4.11 PAYMENT OF WAGES AND PAYROLL DEDUCTIONS.

- (a) All hourly and salaried employees will be paid by check on alternate Fridays, for two (2) week periods. Employees should notify the Clerk if they believe there are errors in their paychecks. Each week's pay period will commence at 12:01 a.m. Sunday and go through 12:00 midnight on Saturday per FLSA.
- (b) No deductions shall be made from employee wages without the employee's written authorization, except those deductions required by law or court.
- (c) Employees are covered under the Federal Insurance Contribution Act which provides for a payroll deduction. Employees are entitled to Social Security benefits under Federal law.

SEC. 4.12 TRANSPORTATION REIMBURSEMENT.

- (a) It is preferred that non-emergency City vehicles, if available, be use for travel when distances, time requirement or other justification warrants it. Prior approval must be obtained from the Department Head. Gasoline, repairs and other expenses attributable to the vehicle are reimbursable and paid receipt must be submitted. Tolls, parking and garage charges are also reimbursable, but care should be exercised to select a parking facility that charges economical rates. Receipts must be submitted for reimbursement.
- (b) Private vehicles may be used for travel on City business when City vehicles are not available. Authorization by the Department Had must be obtained. Reimbursement

shall be limited to the then applicable IRS rate of reimbursement plus tolls, parking and garage charges;

- (c) Receipts, to be filed with the City within one week of incurring the expense, are required for the following expenses in order to receive reimbursement:
 - (1) Fuel, repairs and vehicle expense, for the City vehicles only
 - (2) Tolls, parking and garage charges
 - (3) Lodging, if previously authorized by the Employer
 - (4) Registration and tuition fees, previously authorized
 - (5) Extraordinary expenses not covered by these regulations

ARTICLE V

DISCIPLINE, RULES AND EMPLOYEE COMMUNICATION PROCEDURES

SEC. 5.1 POLITICAL ACTIVITIES BY CITY EMPLOYEES.

- (a) **INTERFERENCE WITH DUTIES.** City employees shall not engage in political activities to such an extent that their participation distracts from the performance of their employment duties, nor should they engage in political activities in such a way that would lead members of the electorate to conclude that City departments or employees in their official capacity were taking a position in an election. No City employees during the hours that they are on duty, may engage in political activities. City employees engaged in political activities while off duty should clearly act as private individuals and not convey the impression that they are acting in their official capacity as City employees. This policy has been developed not to restrict one's constitutional right but to dramatize and protect the neutrality of public service personnel.
- (b) **CAMPAIGN MATERIALS.** An employee may voluntarily wear a political campaign button or badge, on or off duty; carry stickers, signs, and other electioneering materials affixed to a privately owned vehicle. However, the use of such materials on City-owned vehicles, equipment, buildings, or other City property is prohibited.
- (c) **CONTRIBUTIONS.** An employee may voluntarily contribute money or service to a candidate, campaign, party, group, or cause. Solicitation of contributions of money or service during working hours is prohibited.
- (d) **CAMPAIGN WORK.** An off-duty employee may voluntarily circulate nomination papers, petitions, distribute campaign literature, type, stuff envelopes and perform other clerical services, telephone and convey voters to the polls, and participate in a political convention, meeting, rally, demonstration, or parade. Campaign work of the nature listed under this heading is prohibited during working hours and is further prohibited off duty by any employee in an employer's uniform or wearing an Employer's badge. Use of City property for campaign work is prohibited.
- (e) **MEMBERSHIPS AND APPOINTMENTS.** An employee may belong to a political party, group, club, or civic organization; or other similar organizations; serve on political committees or as an officer or delegate in political organizations; attend political meetings or social functions of a political nature. The employee may accept appointments to non-elective boards, committees, and commissions, provided there is no conflict of interest.

- (f) **EXCEPTION.** Those employees whose salaries are partially financed by Federal funds may be subject to the restrictions of the Federal Hatch Act. Questions about these employees engaged in the permitted activities listed above should be referred to City for clarification.

SEC. 5.2. OUTSIDE EMPLOYMENT.

- (a) **APPROVAL REQUIRED.** No full-time City employee shall be employed in outside employment without the approval of the Department Head and the approval of the City Council, Library Board or Water & Light Commission, as applicable. This applies to any significant form of non-City activity, whether part-time, temporary or permanent, for which the employee receives money, goods, services or other form of compensation. Employees wishing to hold outside jobs shall apply in writing to the Department Head. In granting or withholding such requests, the Department Head shall consider the following criteria in making a decision:
- (1) Impairment of Efficiency. The outside job shall not interfere with an employee's effectiveness in his City position. Special attention shall be given to the number of hours at the location of the job, and the nature of the duties performed.
 - (2) Physical Well-Being. The outside work shall not leave the employee tired, therefore, more subject to injury in his City job. In addition, the outside work must not create a physical drain on the employee's health so that the employee is more prone to illness, thereby requiring the employee to absent himself from work at the City.
 - (3) Conflict of Interest. No outside work will be approved if that job places the employee in a compromising position of performing duties or responsibilities that conflict or appear to conflict in ethics or purposes with his City position.
 - (4) Public Relations. The public relations of outside jobs shall be considered with particular attention to employment that is acceptable in the community.
- (b) **FULL DISCLOSURE REQUIRED.** Any City employee interested in securing outside employment must furnish the Department Head with a full disclosure of the outside employment including the employer's name and address, the nature of work to be performed and the hours per week that the employee will engage in outside employment.
- (c) **VIOLATIONS.** Full-time employees are reminded that the City is their primary employer and at no time can outside employment activities violate the criteria established above. If the Department Head believes that one or more of the criteria is being violated by an employee engaging in an approved outside employment activity, the department Head shall review the situation (and send a report and recommendation to the Personnel Committee). Upon reviewing the situation, including the recommendation of the Personnel Committee, the Common Council may revoke the employee's approval to engage in outside employment. The Common Council may revoke the outside employment approval on a permanent or temporary basis depending upon the circumstances.
- (d) **USE OF CITY EQUIPMENT.** City's uniforms, vehicles, equipment and supplies shall not be used in connection with outside employment positions.

SEC. 5.3 REIMBURSEMENT FOR LOSS OF PERSONAL ITEMS.

- (a) The City will not reimburse in any manner or form, personnel employed by it, for any personal objects, possession or clothing which are lost or damage either while on duty or off duty, as employee of the City unless the employee can prove liability rests with the City. Personal objects, possessions and clothes are items purchased and maintained by the employee and not purchased or maintained by the City.
- (b) In order that all employee request might be processed in accordance with the foregoing policy, the following procedures shall be used:
 - (1) The employee shall submit to the Department Head a request for reimbursement along with a full description of what contributed to the loss and the extent to which the City or one of its employees was liable or responsible for the loss sustained.
 - (2) The Department Head will review the incident and the facts and present to the Personnel Committee a report and recommendation on disposition of the claim.
 - (3) The Personnel Committee will review the case and either declare the claim invalid and so advise the employee, or authorize reimbursement in part or full. The decision of the Personnel Committee is final and shall be communicated in writing to the employee.

SEC. 5.4 ELECTRONIC COMMUNICATIONS.

(a) PURPOSE.

To provide guidelines for the use of City of Brodhead electronic communications systems and/or equipment (including but not limited to e-mail, FAX, Internet, voicemail, social media, calendars, telephones, computer applications, internal network or any device that is used to access or monitor any of these services). The City of Brodhead provides this policy to set standards for users to adhere to when utilizing these resources.

(b) POLICY.

Generally, any communications transmitted by, received from or stored in City of Brodhead systems and/or equipment are the property of the City of Brodhead and are subject to open records (see Public Records Policy). Some personal communications may be exempt pursuant to law, however, (even if deleted) they are still not considered private if created or transmitted using City equipment (computers, cell phones, instant messaging, etc.). The use of City equipment for private or personal purposes must be pre-authorized by a supervisor. Failure to follow this policy may result in discipline up to and including discharge.

(c) DISCUSSION.

The City of Brodhead reserves the right to monitor City systems and/or equipment to ensure they are being used for legitimate business purposes, to ensure City systems and/or equipment are being used appropriately, and to access information at any time with or without notice. While monitoring an employee's electronic communication, the City of Brodhead will have the right to access all information to which an employee has gained access or created.

Employees should recognize that legally they do not have a personal privacy right in any matter created, sent, received or stored in a City of Brodhead system and/or

equipment. When an employee deletes a message, this does not guarantee that it has been erased.

Employees who are provided City equipment or devices for purposes of electronic communication related to City business will be expected to utilize them for City business to facilitate compliance with open records laws.

All materials created, sent, received or stored in a City of Brodhead system or device will remain City of Brodhead property and may, subject to applicable laws, be monitored or recorded by authorized staff, such as Department Heads, the Mayor, the City Clerk-Treasurer, and the City Attorney, and such records may be subject to discovery and disclosure.

(d) DEFINITIONS.

(1) Social Media. Various forms of discussion and information-sharing, including social networks, blogs, video sharing, podcasts, wikis, message boards, and online forums. Technologies include: picture-sharing, wall-postings, fan pages, e-mail, instant messaging, and music-sharing. Examples of social media applications include, but are not limited to, Google and Yahoo Groups (reference, social networking), Wikipedia (reference), MySpace (social networking), Facebook (social networking), YouTube (social networking and video sharing), Flickr (photo sharing), Twitter (social networking and micro blogging), LinkedIn (business networking), Instagram (social networking and photo sharing), snapchat (social networking), and news media comment sharing/blogging.

(2) Social Networking. The practice of promoting a business and/or making social contacts with web-based applications. This policy focuses on social networking as it relates to the Internet to promote such connections for official City business and for employees, who are using this medium in the conduct of official City business, for example, Facebook, Twitter, Instagram, Pinterest.

(3) Department Representative. A person who has been designated by his or her Department Head to access and use a City social media site as part of his or her position with the City.

(4) Blog. A type of website with entries of commentary typically made in journal style with descriptions of events or other social media/networking information intended for general public consumption.

(e) GENERAL GUIDELINES.

When using the City of Brodhead electronic communication systems and/or equipment, employees will be required to follow these guidelines:

(1) Employees should have prior supervisory approval before utilizing City resources for personal use and personal use must be kept to a minimum (limited frequency and duration). Department Heads have the right to restrict usage to workplace use only. An employee is expected to wait until non-work time or breaks for personal usage of electronic devices, unless extenuating circumstances arise. Employees shall not allow persons not employed by the City to utilize City issued devices and/or equipment.

(2) Usage will be audited and monitored by the Department Head, Mayor, and/or City Clerk-Treasurer if applicable. The Department Head, Mayor, and/or

City Clerk-Treasurer will determine whether the employee should reimburse the City for any personal or unauthorized services (e.g., cell phone overage charges or text message charges).

- (3) Employees shall not access, send, solicit, display, print or otherwise distribute material that may harass, threaten or embarrass others or that is sexually explicit, fraudulent or otherwise inappropriate for a professional environment.
- (4) No employee shall intentionally intercept any communication without consent. The Privacy Act of 1986 makes any interception without consent illegal and punishable under the law.
- (5) Employees shall not copy, download, disseminate or print copyrighted materials except within 'fair use' rules, applicable licenses, contracted agreements, with express permission of the copyright holder, or as otherwise allowed by law. This includes articles, images, games, software, music, etc.
- (6) Employees shall not use City of Brodhead equipment/resources to engage in personal, non-employer related activities for gain or profit. Examples include, but are not limited to, consulting for pay or advertising or selling goods or services for personal gain.
- (7) Employees shall not engage in illegal activities or use any City of Brodhead communication system for any illegal purposes, including initiating or receiving communications that violate any laws or regulations. The City of Brodhead will fully cooperate with lawful requests from law enforcement agencies and internal investigations for logs, diaries, data and archives on any computing activities.
- (8) Employees are prohibited from using cameras or other video-capable recording devices within the City without the express prior permission of their Department Head and of the person(s) present at the time (unless it is at a public meeting or public gathering place). Use of cameras or other video-recording devices are explicitly banned from City restrooms and locker rooms.
- (9) Employees are prohibited from knowingly visiting inappropriate Internet sites, unauthorized chat rooms or instant messaging services through the City systems. If an employee inadvertently connects to an inappropriate internet site he/she must disconnect immediately and inform the supervisor of the incident. This would not pertain to employees during times they are required to access an inappropriate site in the course of their job duties.

If an employee receives an unsolicited/inappropriate joke or advertisement, these messages should be immediately deleted. If an employee receives a grossly inappropriate message, they should immediately notify their supervisor.

- (10) When an employee is using the City of Brodhead equipment to perform union business, they must follow the same procedures as outlined for personal business.
- (11) Any employee who uses City systems and/or equipment off-duty is doing so voluntarily and will not be compensated for off-duty use unless they have received prior approval from their Department Head.

(12) Employees should inform a supervisor if he/she becomes aware that a fellow employee is violating any of the guidelines listed above.

(13) The City of Brodhead will report any illegal usage to the Police.

(f) SPECIFIC GUIDELINES.

(1) City Telephones.

1. Employees are permitted to use City telephones for personal reasons, but are to limit such use to instances of necessity. This is a privilege and not a right and may be withdrawn by the City if abused through excessive use or if telephoning causes interference with work duties.
2. Employees are permitted to use City telephones for long distance personal calls only if authorized by the Department Head, except in cases of extreme emergency.

(2) Cell Phones.

1. Employees are expected to follow applicable state or federal laws and regulations regarding the use of cell phones/tablets at all times. As a part of Wisconsin law (as of December 1, 2010), employees are prohibited from texting while driving any motor vehicle.
2. Employees should refrain from using their cell phone/tablet while driving and/or operating equipment. Employees should pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Employees are encouraged to use hands-free technology. These guidelines will not supersede stricter departmental rules.
3. Employees who are charged with traffic violations resulting from the use of electronic communications equipment while driving for the City may be held personally liable for the consequences of such actions.
4. Activation of services beyond the normal plan (e.g., internet activation, data charges, text messaging, roaming charges, long distance, etc.) must have prior written authorization from the employee's Department Head and/or Mayor if applicable.

(3) Social Media.

1. This policy covers any on- and off-duty social media/networking misconduct.
2. City Departmental Sites: Only authorized employees can prepare and modify content for the official City of Brodhead social media/networking sites. Department Heads will be responsible for ensuring all social media/networking information complies with the City's Social Media Site Standards, which are attached hereto as Appendix A and incorporated herein.

3. Personal Social Networking Sites: Employees who have personal social networking site should ensure these sites are personal in nature and be used to share personal opinions or non-work related information. The employee must maintain a distinction between sharing personal and official government views. In addition, employees should never use their government e-mail password or e-mail account in conjunction with a personal social networking site.

When employees operate personal social networking sites, they should use a disclaimer to ensure that their stated views and opinions are understood to be their own and not those of their employer. A disclaimer is required when they:

- a. Refer to the work done by the City;
- b. Comment on any City related business or issues; or
- c. Provide a link to a City website.

Bloggers, posters, and tweeters must also disclose any material connection or relationship they have to what is being described in a blog, post or tweet.

4. Employees are prohibited from uploading, posting or sharing photographs of City of Brodhead personnel taken at any City sponsored event, pictures taken inside a City office or involving City equipment, pictures of employees in City uniform, or any other work-related documents or e-mail exchanges on the City site or their personal site without prior approval from their department director.

5. Employee bloggers are personally responsible for their commentary on blogs and social media/networking sites and can be held personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any offended party, not just the City of Brodhead. The City of Brodhead is not responsible for protecting employees from the consequences of any information posted even if the employee has received prior authorization to participate in social media networking.

(4) Fax/Copy Machines.

Reasonable use of copy machines and fax machines for personal needs must have supervisor approval. High volume personal usage is prohibited. As a guide to define reasonable usage, please consider this to be 20 sheets of paper or less.

SEC. 5.5 PERSONAL MAIL.

Employees shall not use the addresses of the City or its offices for receipt of personal mail nor shall they use postage machines, stationery, and out-going mail services.

SEC. 5.6 ABSENTEEISM AND TARDINESS.

- (a) If an employee is unable to report to work at the scheduled time, he must notify or cause the notification of Department Head a minimum of one-hour prior to the scheduled work day.

- (b) Any employee who fails to provide the foregoing notification shall not be compensated for that day unless the employee can show that circumstances beyond his control affected his/her ability to provide proper notification. The Department Head shall review such circumstances and determine if the circumstances were valid and unavoidable.
- (c) Where an employee's attendance record is determined to be questionable or unacceptable, the employee will be so notified in writing. Subsequently, the employee's attendance shall be monitored for a six-month period.
- (d) Tardiness and poor punctuality shall not be excused except in cases where the Department Head judges the cause to be valid and unavoidable. All employees must be ready to work at the beginning of the shift or their assigned starting time and work up until the scheduled shift is over.

SEC. 5.7 SEXUAL HARASSMENT.

- (a) City employees are responsible for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance of the City's business and to maintain the confidence of the public.
- (b) Sexual harassment is a form of employee misconduct which undermines the integrity of the employment relationship. All City employees must be able to work in an environment free from unsolicited and unwelcome sexual overtures.
- (c) Sexual harassment is defined as an employee who exercises unwelcome sexual advances, request for sexual favors or other verbal or physical conduct of a sexual nature when:
 - (1) submission by another employee to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 - (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or
 - (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
- (d) Sexual harassment resulting in discrimination for or against an employee of the City is strictly prohibited. It is the policy of the City that sexual harassment as defined in this section is misconduct.
- (e) If employees believe that they have been subject to sexual harassment, they must immediately report the harassment to their Department Head or the Chairperson of the Personnel Committee. The City will immediately investigate complaints and take all appropriate and necessary action. Employees who register complaints and make reports of harassment may request that their complaints or reports be kept in confidence. The City strictly prohibits any retaliation against an employee who has complained of harassment, or against any employee who participates in the City's investigation of the complaint.

SEC. 5.8 USE OF CITY VEHICLES, EQUIPMENT, SUPPLIES AND TOOLS.

- (a) In using City vehicular equipment, employees must keep in mind the facts that they are representatives of the City and that their conduct in adhering to the rules of safety and courtesy on the road is a reflection, for good or bad, on the City. Thus, it is imperative

that such employees abide by these rules and customs with the highest degrees of professionalism. Any fines incurred by an employee while operating a City vehicle due to traffic or parking violations shall be the responsibility of the employee and all fines or monies shall be paid by the employee.

- (b) City vehicles, equipment, supplies and tools shall not be used for private or unauthorized purposes.
- (c) Employees shall be responsible for the proper care and use of City vehicles, equipment, supplies and tools; and shall report promptly accidents, break-downs or the malfunction of any equipment so that the repairs may be made.

SEC. 5.9 MISCONDUCT - UNACCEPTABLE PERFORMANCE.

- (a) The continued employment of City employees shall be contingent upon acceptable conduct, satisfactory job performance and compliance with the rules and regulations set forth in this Personnel Manual. Either failure to display acceptable job performance or the violation of these rules and regulations shall be cause for disciplinary action including reprimands, suspension without pay, or dismissal. The exact form of discipline shall depend on the seriousness of the offense committed. An employee shall be considered to have engaged in misconduct if he violates any of the following listed reasons, such list not be considered all inclusive:
 - (1) That the employee falsified City records or assisted in concealing the facts that another employee had falsified City records. This shall include the falsifying of any City's record or official document including any records-keeping of hours.
 - (2) That the employee failed to provide his supervisor with notification that he will be absent or tardy from work.
 - (3) That the employee has fraudulently used his/her sick leave benefit in violation of this Manual.
 - (4) That the employee has directly or indirectly participated in a local political campaign in any manner which violates the regulation set forth in Section 5.1 of this Manual.
 - (5) That the employee has engaged in outside employment and has failed to comply with the regulations set forth in Section 5.2 of this Manual.
 - (6) That the employee has taken for personal use, a fee, gift, or other valuable things in the course of work or in connection with employment with the City and fails to comply with any regulation set forth in the City Code of Ordinances.
 - (7) That the employee has used City-owned equipment and supplies or a vehicle for personal use without receiving proper authorization in violation of Section 5.8 of this Manual.
 - (8) That the employee fails to report promptly at his designated starting time.
 - (9) That the employee has endangered his own safety and/or safety of others through carelessness in the performance of his job and/or non-compliance to established safety procedures.
 - (10) That the employee has demonstrated poor attendance.

- (11) That the employee is incompetent, negligent or inefficient in the performance of his duties.
- (12) That the employee has been abusive in his attitude and language or has been abusive in his conduct to fellow employees or in public.
- (13) That the employee has violated any lawful or official regulation, or rule, or failed to obey any lawful and reasonable direction given him/her by his/her supervisor.
- (14) That the employee has been convicted of a criminal offense (a criminal record does not constitute an automatic bar to employment).
- (15) That the employee, through culpable negligence or willful misconduct has caused damage to public property or waste of public supplies.
- (16) That the employee has been absent without leave, or has failed to report upon the expiration of an approved leave of absence.
- (17) That the employee is found to have knowingly made a false or incomplete statement in his application for employment or on any of the preliminary employment forms.
- (18) That the employee has hindered the regular operation of the Department because of unauthorized absenteeism, tardiness or has absented himself from duty.
- (19) That the employee, while on duty, has been drinking intoxicating beverages, using illegal drugs, or has engaged in gambling on duty or reports for duty in an intoxicated condition.
- (20) That the employee has operated City vehicles in an unlawful or hazardous manner.
- (21) That the employee has misappropriated City funds, appropriated City funds, appropriated City property for personal use, or illegally disposed of City property.
- (22) That the employee has demonstrated conduct unbecoming an employee of the City while on or off duty.
- (23) That the employee has violated the Sexual Harassment regulation as set forth in Section 5.7.
- (24) That the employee has violated any of the provisions of Section 5.4 of this Manual regarding electronic communications.
- (25) That the employee has received personal mail by using the address of the City offices as a personal mailing address in violation of Section 5.5 of this Manual.
- (26) That the employee has used the City's postage machines and/or office supplies for a personal purpose in violation of Section 5.5 of this Manual.
- (27) That the employee has demonstrated an unacceptable attendance records and/or an unacceptable punctuality records for work in violation of Section 5.6 of this Manual.
- (28) That the employee has failed to show proof of possession and/or maintenance of a valid license and/or certificate that is required in the performance of their assigned position.

- (29) That the employee has provided incorrect or fraudulent information pertaining to an on-the-job injury or an off-the-job injury.
 - (30) That an employee fails to begin and/or end work as prescribed by their defined work schedule without a valid and documented reason approved by their Department Head, as defined by Section 5.6 of this Manual.
 - (31) That the employee has failed to provided information or has provided incorrect, incomplete or fraudulent information while filing medical and/or dental information, thereby resulting in the employee receiving greater benefit than he would have been eligible for under the City's medical and/or dental program.
 - (32) That the employee has used the City computer system for internet access unrelated to City business. Internet use unrelated to City business is strictly prohibited. Also, the use of City computers for personal e-mail correspondence is not acceptable. These violations could result in dismissal.
 - (33) That the employee has installed unauthorized programs on City computers. Unauthorized installation of programs on City computers is strictly prohibited and violations could result in dismissal.
- (b) In addition, violation of the following rules shall also be considered misconduct and shall be considered cause for disciplinary action including dismissal depending on the severity of the violation.
- (1) All employees shall observe all City ordinances and shall exercise reasonable care when driving any City vehicles.
 - (2) All employees shall be courteous at all times in dealing with the public. Employees should, when necessary, listen carefully to complaints and refer them to the proper supervisor for action.
 - (3) Any employee involved in an accident involving City's vehicles shall immediately notify the Police. Vehicles should not be moved until Police arrive.

SEC. 5.10 EMPLOYEE RECORDS.

- (a) **PERSONNEL FILES.** The Clerk shall maintain confidential personnel folders for all employees whose designated custodian is the City Clerk, and keep on file therein all information pertaining to employment or service records of such employees and officials, such folders and records therein to be kept in a file and to be retained after termination of employment or service. Department Heads may keep copies of files of Department Employees within their departments as well, except for medical certificates or reports. It is the policy of the City to follow a uniform set of procedures, in full compliance with state law, in regard to access to employment records. Listed below, are the data, materials and information which may be included in an employer's personnel file:
- (b) **MEDICAL CERTIFICATES OR REPORTS.** Medical certificates or reports shall be kept in a separate file which will not be released except by the permission of the employee or order of any court of law.
- (c) **GENERAL POLICIES - ACCESS TO EMPLOYEE RECORDS BY THE EMPLOYEE.**
 - (1) The City shall, upon the request of an employee, permit the employee to inspect any personnel documents which are used or which have been used in determining

that employee's qualifications for employment, promotion, transfer, additional compensation, termination or other disciplinary action, and medical records. Employee shall make the request in writing. An employee, under Section 103.13, Wis. Stats., may request the inspection of all or any part of his or her records, except as provided in Subsection (e).

- (2) Under the provisions of Section 103.13, Wis. Stats., the City at a minimum, shall grant at least two (2) requests by an employee in a calendar year, to inspect the employee's personnel records as provided in this Section. The City shall provide the employee with the opportunity to inspect the employee's personnel records within seven (7) working days after the employee makes the request for inspection. The inspection shall take place at a location reasonably near the employee's place of employment and during normal working hours. If the inspection during normal working hours would require an employee to take time off from work with the City, the City may allow the inspection to take place at a time other than working hours or at a place other than where the records are maintained, if that time or place would be more convenient for the employee.
- (d) **GENERAL POLICIES - PERSONNEL RECORDS INSPECTION BY AN EMPLOYEE'S REPRESENTATIVE.** Under Section 103.13, Wis. Stats., an employee who is involved in a current grievance against the City may designate in writing, a representative of the employee's union, collective bargaining unit or other designated representative to inspect the employee's personnel records which may have a bearing on the resolution of the grievance, except as provided in Subsection (e). The City shall allow such a designated representative to inspect that employee's personnel records in the same manner as provided under Subsections (b) (1) and (2).
- (e) **GENERAL POLICIES - STATUTORY EXCEPTIONS TO AN EMPLOYEE'S RIGHT TO INSPECT HIS OR HER PERSONNEL RECORDS.** Under the provisions of Section 103.13(6), Wis. Stats., the right of the employee or the employee's designated representative to inspect his or her personnel records does not apply to:
- (1) Records relating to the investigation of possible criminal offenses committed by that employee.
 - (2) Letters of reference for that employee.
 - (3) Any portion of a test document, except that the employee may see a cumulative total test score for either a section of the test document or for the entire test document.
 - (4) Materials used by the City for staff management planning, including judgments or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the City's planning purposes.
 - (5) Information of a personal nature about a person other than the employee, if disclosure of the information would constitute a clearly unwarranted invasion of the other person's property.
 - (6) Records relevant to any other pending claim between the employer and the employee, which may be discovered in a judicial proceeding.
- (f) **GENERAL POLICIES - CORRECTIONS TO PERSONNEL FILES.** Under Section 103.13(4), Wis. Stats., if the employee disagrees with any information contained in the personnel records, a removal or correction of that information may be mutually agreed

upon by the City and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The City shall attach the employee's statement to the disputed portion of the personnel record. The employee's statement shall be included whenever that disputed portion of the personnel records is released to a third party, as long as the disputed record is a part of the file.

(g) GENERAL POLICIES - ACCESS BY OTHERS TO AN EMPLOYEE'S PERSONNEL FILE.

- (1) Only the City Clerk, Mayor, members of the Common Council (and their legal or accounting representative), the appropriate Department Heads and members designated by the Personnel Committee and approved by the Common Council, are permitted to have access to personnel records of City employees.
- (2) With the exception of Subsections (g) (1) and (3), the City shall reveal no information to others, without the employee's signature on a release. This applies to requests for information from anyone or any organization, including other governmental agencies.
- (3) Employment information will not be released without the authorization of the individual concerned, except for the following:
 - a. "Directory" information, which consists of verification of employment or past employment; dates of employment; position held; or, location of employment.
 - b. When required as part of an established statutory reporting procedure.
 - c. To protect the legal interests of the City when the actions of an individual appear to violate the conditions of employment or threaten physical injury to members of the general public, to other employees, or to City property.
 - d. In response to a court order, administrative summons, search warrant, or subpoena.
 - e. When requested as part of an appropriate governmental inquiry into the City employment practices.
 - f. When required pursuant to an open records request submitted in conformity with the provisions of sec. 19.21 to 19.39, Wis. Stats.

State Law References: Sec. 103.13, Wis. Stats.

SEC. 5.11 LEGAL REPRESENTATION.

NON-LAW ENFORCEMENT OFFICIALS. Whenever a City officer, while acting in his official capacity, is proceeded against or obliged to appear before any court, board or commission to defend or maintain his official position and he has prevailed in such proceedings or the City has ordered the proceedings discontinued, the City may provide for payment to such official such sum as it sees fit to reimburse him for the expense reasonably incurred by way of costs and attorneys' fees.

SEC. 5.12 DISCIPLINARY PROCEDURES

- (a)
 - (1) Whenever an employee violates any of the rules and regulations outlined in this Personnel Manual, the City may begin progressive disciplinary action in any of the steps listed below, depending on the seriousness of the offense committed and provided that immediate discharge is not warranted by the seriousness of the violation. Employees will be informed of the City standards and administrative rules of conduct and performance, and will have access to all disciplinary actions recorded their permanent personnel file.
 - (2) Probationary employees can be discharged without recourse to these disciplinary procedures.
 - (3) Warning notices shall be placed in the applicable employee's personnel file; should further violations occur, such warnings shall remain as a basis for progressive disciplinary action.
- (b) VERBAL WARNING.
 - (1) After investigating a minor offense and discussing the matter with the employee, the employee will be given a verbal warning from the Department Head. A notation of this shall be placed in the employee's personnel file whenever practical.
 - (2) In the case of a rule violation by the Department Head, the Department Head shall be given verbal warning following investigation and review by the Personnel Committee. A notation of this shall be placed in the employee's personnel file whenever practical.
 - (3) Where appropriate, the employee will be advised that another offense may result in reprimand or suspension. If this does not correct the situation within a reasonable length of time, the second step of this procedure will be followed.
- (c) WRITTEN WARNING/REPRIMAND. For the second offense or when the seriousness of the offense committed is such that the warning should be in writing, it shall include the nature of the offense and extent of the warning. The employee shall acknowledge receipt of the warning by signing and dating the notice of written reprimand. A copy of the reprimand shall be placed in the employee's personnel file. The disciplinary matter will be referred to the Personnel Committee when a second written warning is being contemplated. Subsequently violations referred by the Department Head shall be reviewed by the Personnel Committee.
- (d) SUSPENSIONS. Any action on the part of any employee which is in violation of the orders of his supervisors or contrary to the policies or rules of the Common Council but not serious enough to warrant immediate dismissal, may be disciplined by suspension without pay for an indeterminate period. This authority is to be exercised by the Personnel Committee in the case of a violation warranting suspension of the Department Head.
- (e) DISMISSAL. The Common Council, in cases involving an offense by a Department Head, may dismiss an employee for just cause. Prior to dismissal, the employee shall be given an opportunity to discuss the reason(s) being considered for his/her dismissal in a meeting with the Personnel Committee or the Common Council in the case of the Department Head. The notice of dismissal shall be in writing and shall state the specific charges with such clarity and particularity that the employee will understand the charges made against him and will be able to answer them if he so desires.
- (f) SERIOUS VIOLATIONS. It should be emphasized again that the Department Head is not required to go through all the steps (Subsection (b) - (e) above) involved in these

disciplinary procedures. Discipline may begin at any step in the procedure depending on the seriousness of the offense committed. Any discipline administered by the Department Head may repeat any of the first three steps of this procedure when he feels it is necessary, so long as the discipline is commensurate with the offense committed.

SEC. 5.13. APPEAL FROM DISCIPLINARY ACTION.

(a) GENERAL POLICY.

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

(b) DEFINITIONS.

(1) "Employee discipline" is defined as any of the following adverse employment actions: disciplinary suspension of employment; disciplinary reduction in base pay; and disciplinary reduction in rank or demotion. "Discipline" does not include, without limitation, any of the following actions: layoffs or workforce development activities; non-disciplinary wage, benefit or salary adjustments or reductions; non-disciplinary reductions in rank or demotions; plans of correction or performance improvement; performance evaluations or reviews; documentation of employee acts or omissions in an employment file; oral or written reprimands; administrative suspensions pending investigations of misconduct or nonperformance; or change in assignment or assignment location.

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

- Voluntary quit;
- Layoff or failure to be recalled from layoff at the expiration of the recall period;
- Work reduction activities;
- Retirement;
- Job abandonment, "no-call, no-show", or other failure to report to work;
- Termination of employment due to medical condition, lack of qualification or license, or other inability to perform job duties; or
- Any other cessation of employment not involving involuntary termination including but not limited to completion of assignment of a temporary, seasonal, contract, daily assignment, substitute or replacement employment relationship.

(3) "Workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

(c) GRIEVANCE CONTENTS.

Any written grievance filed under this policy must contain the following information:

- The name and position of the employee filing it;
- A statement of the issue involved;
- A statement of the relief sought;

- A detailed explanation of the facts supporting the grievance;
- The date(s) the event(s) giving rise to the grievance took place;
- The identity of the policy, procedure or rule that is being challenged;
- The steps the employee has taken to review the matter, either orally or in writing, with the employee's supervisor; and
- The employee's signature and the date.

(d) STEPS OF THE GRIEVANCE PROCEDURE.

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

(1) Written Grievance Filed with the Department Head. The employee must prepare and file a written grievance with the Department Head within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee in writing of his/her decision, if possible within ten (10) business days of receipt of the grievance. In the event the grievance involves the Department Head, the employee may initially file the grievance with the Personnel Committee, which shall conduct the Step 1 investigation.

(2) Review by the Personnel Committee. If the grievance is not settled at Step 1, the employee may appeal the grievance to the Personnel Committee within five (5) business days of the receipt of the decision of the department head at Step 1. The Personnel Committee will review the matter and inform the employee in writing of its decision, if possible, within ten (10) business days of receipt of the grievance.

(3) Impartial Hearing Officer. If the grievance is not settled at Step 2, the employee may request in writing, within five (5) business days following receipt of the Personnel Committee's decision, a request for written review by an impartial hearing officer. The City of Brodhead shall select the impartial hearing officer. The hearing officer shall not be a City of Brodhead employee. In all cases, the grievant shall have the burden of proof to support the grievance. The impartial hearing officer will determine whether the City of Brodhead acted in an arbitrary and capricious manner. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.

(4) Review by the Governing Body. If the grievance is not resolved after Step 3, the employee or the Personnel Committee shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the Governing Body. For Library employees, the appeal shall be filed with the Library Board. For all other employees, the appeal shall be filed with the City of Brodhead Common Council. The Governing Body shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The matter will be scheduled for the Governing Body's next regular meeting. The Governing Body will inform the employee of its findings and decision in writing within ten (10) business days of the Governing Body's meeting. The Governing Body shall decide the matter by majority vote and this decision shall be final and binding.

(5) Time Limits. An employee may not file a grievance outside of the time limits set forth above. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved. If it is impossible to comply with the deadlines due to meeting notice

requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. An employee will not be compensated for time spent in processing his/her grievance through the various steps of the grievance procedure.

ARTICLE VI

RETIREMENT AND RESIGNATION

SEC. 6.1 RETIREMENT.

The retirement age for all employees shall be seventy (70) years of age. One (1) year extensions may be requested annually by the employee. The approval of the Common Council, upon recommendation of the Department Head, is necessary in order for the employee to continue working for the City beyond age seventy (70). The Common Council's decision shall be based on the mental alertness and physical ability of the employee to perform his essential duties as indicated by work record, doctor's examination and other pertinent evidence.

SEC. 6.2 RESIGNATION.

- (a) An employee shall file a written letter of resignation with the City stating the reason(s) and the effective date of the resignation. Employees shall provide written notice a minimum of fourteen (14) working days prior to their termination date.
- (b) The work days required for proper notice shall exclude vacation and holidays and any other paid time off. Failure to provide the proper notice of resignation as identified in this section shall cause the employee's personnel record to indicate that the employee did not leave his/her Employer in good standing. The City retains the right to waive the resignation notice requirement if it is in the best interest of the City to do so.

SEC. 6.3 COMPUTATION OF FINAL PAYCHECK.

Any employee who either retires or resigns from the City shall be paid for all hours worked up to and including their last day of employment including regular and overtime compensation.

SEC. 6.4 DISPOSITION OF THE FINAL PAYCHECK.

The final paycheck shall be computed and ready to be picked up in the Clerk's office only on the regular scheduled pay day following the termination date. If for reasons of serious illness or absence from the state an employee cannot come in personally on that date or thereafter, he shall notify the Clerk of the address where he desires the check to be mailed. The final paycheck shall not be given to the employee until:

- (a) Separation check list of items and equipment previously issued has been sent by the Department Head to the Clerk. All employees leaving the service of the City shall be responsible for returning any City property that he may have in his possession. Upon termination of service, any such property that he may have in his possession must be returned to the Department from which the employee was assigned.

City of Brodhead
Common Council
City Hall
Brodhead, Wisconsin 53520

Appendix A

Social Media Site Standards

When creating or updating a Social Media site for the City of Brodhead, these standards (or a live link to these standards) must be prominently displayed on the site. These standards should in no way be modified from their original form.

Terms and Conditions

General

By using this website (the "Site"), you agree to be bound by these Terms and Conditions and to use the Site in accordance with these Terms and Conditions, applicable City of Brodhead policies, and any additional terms and conditions that may apply to specific sections of the Site or to products and services available through the Site. Accessing the Site, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms and Conditions. The City of Brodhead (the "City") reserves the right to change these Terms and Conditions or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms and Conditions on this website. By continuing to use the Site after we post any such changes, you accept the Terms and Conditions, as modified.

The City also reserves the right to deny access to the Site or any features of the Site to anyone who violates these Terms of Service or who, in our sole judgment, interferes with the ability of others to enjoy our website or infringes on the rights of others.

Prohibited Content and/or Activity

This Site may include a variety of features, such as bulletin boards, commenting forums, blogging areas, polling, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features, such as personalized home pages and email services, which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user - you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site. The statements and/or opinions expressed by participants of this Site are solely those of the persons participating. The statements and/or opinions do not necessarily represent the views of the City of Brodhead or its officers, officials, employees, agents and the like. It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Site.
- Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- Gain unauthorized access to the Site, or any account, computer system, or network connected to the Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.

- Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

The purpose of this site is to present information and other matters of public interest to residents, businesses, visitors and other interested parties. You may participate in Site activities but please note while the City reserves the right (but not the responsibility) to moderate the Site, it is not a public forum. You understand that the City of Brodhead has no obligation to monitor any bulletin boards, commenting forums, blogging areas, polling, chat rooms, web logs, or other areas of the Site through which users can supply information or material. However, we reserve the right at all times to disclose any information we believe necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of these Terms and Conditions. We also reserve the right to deny access to the Site or any features of the Site to anyone who violates these Terms and Conditions or who, in our sole judgment, interferes with the ability of others to enjoy the Site or infringes the rights of others or for any other reason to be determined in our sole discretion.

Open Records

The City of Brodhead is subject to Wisconsin Statutes relating to public records. Information posted on this site may be subject to these laws. Unless otherwise exempted from the public records laws, participants should presume that all posts to this site are subject to release upon request and to state record retention requirements when possible.

Indemnity

You agree to defend, indemnify and hold harmless the City of Brodhead together with its officials, employees, agents and the like, from and against **all** liabilities, claims, damages and expenses (including reasonably attorneys fees and costs) arising out of your use of the Site; your failure to use the Site; your breach or alleged breach of these Terms and Conditions or your breach or alleged breach of the copyright, trademark, proprietary or other rights of third parties except where caused by the sole negligence or willful misconduct of the City.

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Copyright Infringement

If you are a copyright owner who believes your copyrighted material has been reproduced, posted or distributed via the Site in a manner that constitutes copyright infringement, please inform our designated copyright agent by sending written notice by U.S. Mail to City of Brodhead, Office of the City Attorney, 100 N. Brodhead St., Brodhead, WI 54911. Please include the following information in your written notice: (1) a detailed description of the copyrighted work that is allegedly infringed upon; (2) a description of the location of the allegedly infringing material on the Site; (3) your contact information, including your address, telephone number, and, if available, email address; (4) a statement by you indicating that you have a good-faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law; (5) a statement by you, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement. Please note that the contact information provided in this paragraph is for suspected copyright infringement only. Contact information for other matters is provided elsewhere in these Terms and Conditions or on the Site.

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You must provide and are solely responsible for all hardware and/or software necessary to access the Site. You assume the entire cost of and responsibility for any damage to, and all necessary maintenance, repair or correction of, that hardware and/or software. The Site should not be used to engage in (or conduct) any high risk activities where damage or injury to persons, property, environment, finances or business may result if an error occurs. You expressly assume all risk for such use.

Online Commerce

Certain sections of the Site may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the Site or on a site linked to by the Site, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly. You release the City from any damages that you incur, and agree not to assert any claims against us, arising from your purchase or use of any products or services made available by third parties through the Site.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE CITY OF BRODHEAD, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND THE LIKE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING ITS MATERIALS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination

We may cancel or terminate your right to use the Site or any part of the Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms and Conditions, shall survive.

Other

This agreement constitutes the entire agreement between us and you with respect to the subject matter contained in this agreement and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral. You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are provided through the Site. In the event of any conflict between any such third-party terms and conditions and these Terms and Conditions, these Terms and Conditions shall govern. This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any principles of conflicts of law. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.