

# Employee Handbook

## Core Provisions

### Public Sector

#### *Sample Standardized Terms & Conditions of Employment*

*These materials should serve as a guide and do not purport to cover every requirement of these laws. These materials should not be construed as legal advice or legal opinion on any specific facts or circumstances. These materials are intended for general informational purposes only, and you are urged to consult with your own legal counsel concerning your own situation and any legal questions you have before preparing your own employee handbook.*



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## **INTRODUCTION**

2011 Wisconsin Act 10 and 2011 Wisconsin Act 32 fundamentally changed the rights and responsibilities of public sector employers and employees in the State of Wisconsin. Significantly, with the exception of public safety employees, municipal employers are *prohibited* from bargaining collectively with a bargaining unit with respect to any factor or condition of employment, except for total base wages. As collective bargaining agreements expire, significant and long-standing employee benefits are no longer subject to bargaining. We recommend that employers develop an Employee Handbook to establish standardized terms and conditions of employment for all employees, for terms and conditions not covered by collective bargaining agreements.

Certain employee protections, previously addressed in collective bargaining agreements and/or in employee policies, should be in place and should be continued due to state or federal laws and regulations. These protections include equal employment opportunity, Family and Medical Leave Act policies, wage and hour policies, workplace safety policies, and prohibitions on harassment, discrimination and retaliation. In addition, each employer needs to evaluate which, if any, provisions of its employee policies for non-represented employees should be continued, and which, if any, provisions of the applicable collective bargaining agreements should be continued.

The Table of Contents that follows contains provisions on subjects that we consider to be “core” or essential operating standards. “Core Policies” are those policies that must be addressed in order to provide continuity and consistency in operations. To the degree possible, the core policies should provide reassurance to employees that at the time the bargaining agreement expires, certain policies and procedures will be continued or continued with modifications. In all cases, however, even core policies are subject to change.

## HOW TO DEVELOP A HANDBOOK

1. **Committee:** Appoint a “Transition Advisory Committee” or subject area advisory committees, such as a “Health Insurance Advisory Committee.” After finalizing a handbook, you may want to continue certain advisory (not negotiation!) committees to facilitate ongoing communication on key issues.
2. **Review & Record:** Review any existing collective bargaining agreements and employee/personnel handbooks or policies/procedures. Record benefits per employee group and per individual contract.
3. **Identify Problems:** Have there been problems associated with any existing policies or contract provisions?
3. **Differentiate Between Employee Groups:** For each core policy, should all employee groups be treated the same? Or, are there particular priorities for certain employee groups? For example, you may need to distinguish between exempt and non-exempt staff.
4. **Benefit Review:** For core policies involving benefits, is the benefit mandated? If mandated, what is the mandated level of benefit or benefit cap? Are there ways to manage costs while protecting core policy benefits? In terms of healthcare costs, if you provide or don’t provide health insurance, will the Affordable Care Act provide alternatives for review and consideration? What happens to costs if you change the insurance package? Are there other types of employee benefits, outside of insurance, that may have greater value to employees than insurance, such as, time off or flexible schedules? What are the demographics of your employees in terms of single vs. family coverage, projected retirement dates, etc.
5. **Identify Pros & Cons:** What are the pros and cons of changing the policy?
6. **Implementation Considerations:**
  - *Implementation* - immediate vs. gradual?
  - *Coverage* - all employees? New employees only?
  - *Threshold for Eligibility* - maintain or adjust threshold of hours worked for benefit eligibility?
  - *Maximum (“cap”)* - maintain or adjust “cap” on benefit accumulation?
7. **Cost:** Estimated cost of continuing “as is”; estimated cost savings if modified.
8. **Dissemination:** Review and provide feedback mechanism, for a specified period of time, before implementation.

(NAME)

**EMPLOYEE HANDBOOK**  
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## **INTRODUCTORY MATTERS**

### **LETTER FROM THE BOARD**

**NOTE:** *Language needs to be individualized. You may wish to consider a letter that would indicate that the Board/Governing Body has approved the contents of the Handbook and that you look forward to working together, with the employees, on behalf of \_\_\_\_\_.* The Board/Governing Body would recognize that effectiveness of the organization is dependent on the contributions, dedication and professionalism that employees bring to their jobs. Such a letter may help to establish both the authority behind the Handbook and a positive and cooperative tone in terms of employee/management relations.

### **MISSION STATEMENT**

**(INSERT)**

## OVERVIEW OF HANDBOOK

This Handbook has been prepared to provide general information and to assist you in finding answers to common questions. The Handbook cannot anticipate and answer *all* of the questions that may arise in the course of employment at \_\_\_\_\_. It is expected that you will turn to your supervisor and other administrative personnel, as necessary and appropriate, in order to find answers to employment questions that are not addressed, or not fully addressed, in the Handbook.

The provisions set forth in this Handbook supersede all prior personnel policies and procedures, whether written or established by past practice. Because this Employee Handbook is based on the (*insert Board, Council, etc.*) policies and procedures, federal and state mandated policies and procedures, and present employee fringe benefit programs which are all subject to change, this manual is also subject to change. In the event any provision in this Employee Handbook conflicts with any applicable collective bargaining agreement provision, the collective bargaining agreement shall control. The (*insert, as appropriate*) reserves the right to revise, add, subtract, correct, delete or update any part or all of the materials in this Handbook. Any changes made in this Handbook will be brought to the attention of all employees by: employee meetings, posting of the change on the employee bulletin board, e-mail, or corrections in the Employee Handbook itself.

**NOTE - For School Districts:** *We recommend cross-referencing the statutory requirements, such as:*

*Pursuant to Wis. Stat. § 118.21, the School Board shall contract in writing with teachers. Please note that nothing contained in this Handbook is to be construed by any employee as establishing, or modifying the specific terms of such a teacher contract. Furthermore, nothing herein shall be construed as a guarantee of continued employment nor as a guarantee of any benefits or conditions of employment.*

## **EQUAL OPPORTUNITY EMPLOYMENT**

It is the policy of (*insert, as appropriate*) to provide equal opportunity in employment to all qualified employees and applicants for employment. The \_\_\_\_\_ does not discriminate on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, use or nonuse of lawful products off the employer's premises during nonworking hours, or any other legally-protected class status. Positive action is required from all employees to help ensure that the \_\_\_\_\_ complies with its obligations under state and federal law and does not discriminate with regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms and conditions of employment.

In accordance with the Americans with Disabilities Act (ADA), the \_\_\_\_\_ will reasonably accommodate qualified individuals with a disability so that the individual can perform the essential functions of his/her job. An individual who can be accommodated for a job without undue hardship will be given the same consideration for a position as any other applicant.

Safety standards apply to all applicants and employees. Applicants/employees who pose a direct threat to the health/safety of other individuals in the workplace, when such threat cannot be eliminated by a reasonable accommodation, shall have their employment status reviewed.

Any employee with questions or concerns about equal employment opportunities in the workplace, or reasonable accommodation, should bring the issue to the attention of \_\_\_\_\_. The \_\_\_\_\_ prohibits any form of retaliation for making a report in good faith about issues associated with equal employment opportunity and reasonable accommodation.



## THE ROLE OF MANAGEMENT

Certain rights and responsibilities are imposed by state and federal laws and regulations. Many of these rights and responsibilities have implications for policies and procedures governing employment. For this reason, the Employer reserves any and all management rights regarding employees' employment status.

**General Guidelines:** The role of management includes, but is not limited to, the right to:

- A. Manage and direct the employees;
- B. Hire, promote, schedule, transfer and assign employees;
- C. Lay off and recall employees;
- D. Discharge employees or take disciplinary action;
- E. Schedule overtime as required;
- F. Develop job descriptions;
- G. Assign work duties;
- H. Introduce new or improved methods or facilities or change existing methods or facilities;
- I. Contract out for goods and services;
- J. Discontinue certain operations; and
- K. Direct all operations of the *(insert)*.

## **TIME AT WORK & COMPENSATION**

### **HOURS OF WORK / WORK SCHEDULES**

**POLICY:** To provide employees with regular work hours and work schedules while ensuring staffing coverage necessary for effective operations. **NOTE:** *The specific language of this policy will vary depending on the employer and will likely need to differentiate between employee groups.*

**NOTE - For School Districts:** *We recommend referencing “Teaching Day” and “School Calendar.”*

**NOTE - For employers other than School Districts:** *We recommend referencing “Exempt/Non-Exempt Employees” and “Work Day.” Sample language follows:*

**Teaching Day/ Exempt Staff:** Hours for full-time and part-time *teaching/Exempt* staff shall be established by \_\_\_\_\_. From time to time, staff will be required to come to work before their normal *teaching day/workday*, or remain at work after their normal *teaching day/workday*, for meetings or other professional responsibilities and activities. Unless specifically provided otherwise, there will be no additional compensation for activities before and after the regular *teaching/work day*. For full-time teaching staff, a duty-free lunch period of thirty (30) minutes shall be provided (*insert as appropriate for non-teaching staff*).

**School Calendar:** The School Calendar is established by the School Board.

#### **Non-Exempt Employees:**

**Full-time:** The normal workweek for Non-Exempt full-time employees shall be (*insert hrs./wk. or pay period*). All full-time employees shall have a(n) (*insert “paid” or “unpaid”*) designated lunch period.

**Part-time:** The normal workweek for any part-time employee shall be designated by (*insert Employer*).

**Work Outside of Scheduled Hours:** Non- Exempt employees may not work outside of their scheduled hours without the express approval of their supervisor. This includes starting work early, working over the lunch period, and working from home.

#### **NOTE - OTHER:**

*Depending on policy, insert **Weekend or Holiday Pay** differential, as appropriate. We do not recommend **Longevity Pay** provisions (if you have such a policy, consider, at a minimum, discontinuing for new hires).*

## **OVERTIME**

**POLICY:** To provide a consistent system for distributing overtime in compliance with the overtime-pay provisions of the Fair Labor Standards Act.

### **Exempt / Non-Exempt Employees:**

Each position is designated as either “Non-exempt” or “Exempt” from the federal Fair Labor Standards Act and state wage and hour laws. Employees in “non-exempt” jobs are paid on an hourly basis and are entitled to overtime pay for hours worked in excess of 40 hours per week. Employees in “exempt” positions are generally paid on a salary basis and are excluded from specific provisions of federal and state wage and hour laws and are not eligible for overtime pay. Employees should contact their supervisor if they are unsure of their position’s designation.

**Accrual:** Any paid leave time shall not be counted as hours worked for overtime purposes. *(Insert language on compensatory time if applicable.)*

**Approval:** All overtime must be approved in advance by management.

## **PAYROLL & DEDUCTIONS FROM PAYROLL**

**POLICY:** Standardization of payroll and payroll procedures in accordance with applicable State and Federal guidelines.

**Pay Periods:** Paychecks are normally deposited, by direct deposit, on *(insert)*. *(Depending on practice, insert, as appropriate, instructions as to what happens if payroll falls on Saturday/Sunday or Holiday.)*

**Data Changes:** Please notify your supervisor if any changes occur in your name, home address, telephone number(s), marital status, name or number of dependents, number of tax exemptions, insurance classification, beneficiary changes, or individuals to be contacted in case of emergency. This information is necessary as it may affect your compensation, dependents' eligibility for medical insurance, and other important matters.

**Deductions:** It is the Employer's policy to comply with applicable wage and hour laws and regulations. If you have any questions or concerns about your salaried status or you believe that any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately raise the matter with *(insert go-to titles or departments)* who can assist you in understanding the information that is required in order to investigate the matter.

The Employer is committed to investigating and resolving all complaints as promptly, but also as accurately, as possible. Consistent with the U.S. Department of Labor's policy, any complaint will be resolved within a reasonable time given all the facts and circumstances. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed and the Employer will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

## TOTAL BASE WAGES & OTHER FORMS OF COMPENSATION

**POLICY:** To review and provide total base wages in accordance with State law which authorizes collective bargaining for total base wages *only*; to allow for consideration of other forms of compensation *outside of collective bargaining*.

**Procedure:** Employers are prohibited from engaging in collective bargaining with general municipal employees on any form of compensation except for total base wages. Premium pay, merit pay, automatic pay progressions and any other form of supplemental compensation may be considered, but not bargained, by the employer. The wage rates for new hires are established by the (*Insert: Board/Governing Body*).

**NOTE:** (*Insert, if appropriate*): Employers may bargain with units comprised exclusively of public safety employees on any term or condition of employment, including any form of compensation, except for design and selection of health care coverage and plans.

## **TIME AWAY FROM WORK**

### **HOLIDAYS**

**POLICY:** To identify employee holidays for eligible employees and to establish a consistent procedure for scheduling and payment.

**Holidays:** *(Insert identified holidays.)* **NOTE for School Districts:** *Need to distinguish between 12-month and school-year employees.*

**Observance:** When a holiday falls on a Saturday or Sunday, the holiday will be rescheduled on the Friday immediately preceding, the Monday immediately succeeding, or as determined by the employer.

**Eligibility:** All full-time employees and part-time employees working at least *(consider minimum threshold of hours)* are eligible to receive compensation for holidays; temporary or limited-term employees are not eligible. In order to receive holiday pay, employees must work the day before and the day after each holiday to be eligible for holiday pay with the exception of normal days off or excused absences. No employee shall be compensated more than once for each holiday.

**Work on Holiday:** Any employee who is required to work on any of the above-mentioned holidays shall be scheduled for a different day off in lieu of the holiday.

**Holiday Pay Rate:** Holiday pay rate shall be computed at the employee's regularly classified rate at the regularly scheduled number of hours.

## LEAVES - BEREAVEMENT

**POLICY:** To allow paid leave for purposes of making funeral arrangements and/or attendance at a funeral.

**Procedure:** In the event of the death of a member of an employee's immediate family, full-time employees will be granted up to *(insert, as appropriate)* consecutive days of paid leave, if scheduled to work, to make necessary funeral arrangements and/or attend the funeral. Part-time employees scheduled to work at least *(insert, as appropriate)* shall receive prorated leave. For purposes of this provision, "immediate family" shall be defined as including *(insert, as appropriate)*.

The Employer recognizes that "immediate family" may not recognize people whom we care deeply about. In these instances, other forms of paid or unpaid leave may be available for use. Please see your supervisor to discuss any requests.

## LEAVES - EMERGENCY CONDITIONS

**POLICY:** To promptly notify employees of any emergency conditions that may require the closing of a work site, the reassignment of staff to alternative work sites or other emergency measures.

**Inclement Weather:** Weather conditions affecting only the ability to commute will generally not be considered a reason for closing a facility. Employees who do not report to work will generally be given a choice between use of unpaid leave or use of accrued (paid) leave to cover the absence. *(School Districts insert appropriate language of impact on school calendar, including compliance with DPI requirements.)*

**Other Emergency Conditions:** In conjunction with local health and/or public safety authorities, the *(insert Employer)* may decide to close a work site or take other emergency measures in order to safeguard the health and welfare of employees and the public and/or because a situation exists affecting the ability of employees to perform their job. Examples of emergency conditions might include power outages, a natural disaster, or a quarantine imposed by health officials. Under such circumstances, *(insert Employer)* may authorize paid leave status for employees.



## LEAVES - FAMILY, MEDICAL & MILITARY

**POLICY:** To grant family, medical and military leaves to qualified employees in accordance with the Wisconsin Family and Medical Leave Law and the federal Family and Medical Leave Act.

Eligible employees may qualify for unpaid leave under Wisconsin's Family and Medical Law (§103.10, Wis. Stats.) and/or the federal Family and Medical Leave Act. When applicable, the leaves shall run concurrently. Employee rights posters for both laws are in the workplace for reference by all employees. An explanation of employee rights and responsibilities are set forth below.

### I. Basic Leave Entitlement

#### A. Federal

Federal FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

#### B. State

State FMLA requires covered employers to provide, on a calendar year basis, the following unpaid, job-protected leave to eligible employees for the following reasons:

##### 1. Family Leave

- Up to a maximum of six (6) weeks per twelve (12) month period for the birth or adoption of a child. The leave must begin no earlier than 16 weeks before estimated birth or placement and no later than 16 weeks after birth date or placement of the child.
- Up to a maximum of two (2) weeks leave per twelve (12) month period to care for a child, spouse, domestic partner, parent or parent-in-law, or parent of a domestic partner who has a serious health condition.

Total maximum time for #1 and #2 is eight (8) weeks per twelve (12) month period.

## 2. Medical Leave

- A maximum of two (2) weeks per twelve (12) month period for the employee's serious health condition.

## **II. Military Family Leave Entitlements**

Exigency Leave. Under the Federal FMLA, a qualifying exigency may arise when an eligible employee with a spouse, son, daughter, or parent in the Armed Forces (including National Guard and Reserves) is on covered active duty or has been notified of impending call or order to covered active duty in support of a contingency operation with deployment in a foreign country. Eligible employees may take up to 12-workweeks of unpaid leave. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. In addition, parental care leave is an exigency leave category when a military member's parent is incapable of self-care and certain activities, such as arranging for alternative care, arise from the military member's covered active duty.

Caregiver Leave. Federal FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember, during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a covered veteran, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. In addition, a serious injury or illness includes injuries or illnesses that existed before the servicemember's active duty and that were aggravated by service in the line of duty on active duty. "Covered Veterans" must meet one of four definitions of "serious injury or illness."

## **III. Benefits and Protections**

During Federal and State FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### **IV. Eligibility Requirements**

##### **A. Federal**

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

##### **B. State**

Employees are eligible if they have worked for a covered employer for more than 52 consecutive weeks, for a minimum of 1,000 paid hours, and if at least 50 employees are employed by the employer on a permanent basis.

#### **V. Definition of Serious Health Condition**

##### **A. Federal**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

##### **B. State**

“Serious health condition” means a disabling physical or mental illness, injury, impairment, or condition which requires inpatient care in a hospital, nursing home or hospice, or outpatient care that requires continuing treatment or supervision by a health care provider.

#### **VI. Use of Leave**

Under some circumstances, employees may take FMLA leave on an intermittent basis. Intermittent leave may be taken in the smallest increment allowed by the employer for any other type of leave.

- Federal leave based on a birth or child placement may only be taken intermittently on a reduced leave schedule if the employer agrees.
- State family leave for birth/placement or care of a child, spouse, domestic partner, parent or parent-in-law, or parent of a domestic partner with a serious health condition

may be taken as partial absences from employment if scheduled so not to unduly disrupt the employer's operations.

- Federal leave based on a serious health condition of an employee, employee's child, spouse or parent (including covered servicemembers) may only be taken intermittently or on a reduced-leave schedule when medically necessary, unless the employer agrees otherwise.
- State medical leave for self may be taken in non-continuous increments as medically necessary.
- No leaves will be granted in daily or hourly increments of less than those specified in policies or labor agreements.
- Employees shall make a reasonable effort to schedule medical treatments so they do not unduly disrupt current operations and they shall provide the employer with reasonable advance notice.
- Leave due to qualifying exigencies may also be taken on an intermittent basis.

## **VII. Substitution of Paid Leave for Unpaid Leave**

### **A. Federal**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### **B. State**

An employee may substitute, for portions of family leave or medical leave, any type of paid leave provided by the employer or choose to take unpaid leave.

## **VIII. Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

## **IX. Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

## **X. Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

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

## **XI. Enforcement**

### **A. Federal**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

### **B. State**

An Employee who believes his or her rights have been violated may, within 30 days after the violation occurs, or the employee should reasonably have known that the violation occurred, file a complaint with the Department of Workforce Development, Equal Rights Division.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## LEAVES - JURY DUTY

**POLICY:** Employees who receive a summons to serve on jury duty will be granted up to \_\_\_\_\_ of jury duty leave per year.

**General Guidelines:** Employees must give reasonable advance notice of their intended absence for jury duty. If an employee is dismissed from jury duty on any given day prior to the end of his/her regularly scheduled working hours, he/she shall report to work for the balance of the working day unless alternative arrangements are authorized by his/her supervisor.

**Compensation:** Employees will be compensated their regular wages for each day of jury duty served, up to a maximum of \_\_\_\_\_ days per year, if scheduled to work, provided that the employee remits all compensation received for such duty (exclusive of travel pay or actual expenses) within three (3) days of receipt thereof.

**NOTE:** *Compensation of full wages, in lieu of just providing the Court's jury duty pay, is not mandatory; most employers provide this coverage in order to promote community service; we recommend a "cap" on the duration of a leave to provide financial protection to the employer in case of a long jury trial. You always retain the authority to waive the cap with Board approval).*

## LEAVES - PERSONAL

**POLICY:** To provide employees with paid leave time, that can be taken in small time increments, in order to conduct personal business. ***(NOTE - For School Districts:** Historically, “Personal leave” was bargained for teachers who were not eligible for vacation time and who needed occasional time off to attend to business matters during the workday. When offering personal leave to teachers covered by individual contract, we recommend limiting use for “business matters that can only or best be conducted during the regular workday.” We offer some sample language which would allow every employee a bank of hours, such as four hours, that may be used in small increments, to distinguish this leave from vacation time, in order to facilitate personal business matters.*

**Eligibility:** All full-time employees and all part-time employees working at least \_\_\_\_\_ will be granted \_\_\_\_\_ hours of personal leave per year that can be taken in small increments in order to facilitate personal business matters..

**Approval:** All requests for use of personal leave require advance approval from the employee’s supervisor. ***(NOTE:** We do not recommend a quota system whereby you guarantee that \_\_\_\_ number of requests for personal leave will be granted per day or per building, etc. There may be times when any employee absence would have a detrimental impact on operations).*

**Incremental Use:** Personal leave may be used in increments of no less than *(insert, as appropriate – 15 minutes?)*

**Accrual:** Unused personal leave may not be “carried over” to the next calendar year.

## LEAVES - SICK LEAVE

**POLICY:** To provide employees with paid time to address their own personal health care needs or the health care needs of \_\_\_\_\_. **(NOTE:** *Need to define who may use and for what purpose – whether to include coverage for the illness of employee only or other family members too. For certain employee classifications, such as employees covered by individual contract, you may wish to limit to employee personal use only).*

**Accrual:** Full-time employees shall accrue sick leave at the rate of *(insert, after review and consideration of current practice)*; part-time employees, working at least *(consider inserting a threshold of hours)*, shall accrue sick leave on a prorated basis. Unused sick leave “carries over” and accumulates to a maximum accumulation of *(insert, as appropriate)*.

**FMLA:** Under Federal FMLA, employees may be required to use all accrued paid leave time before receiving leave without pay; under State FMLA, employee may substitute accrued paid leave time or choose to take unpaid leave.

**Incremental Use:** Sick leave may be used in increments of no less than \_\_\_\_\_.

**Notification:** A request for sick leave must be submitted to the appropriate person as soon as reasonably practical and no later than 15 minutes before the start of assigned work hours.

**Verification:** The employer may require verification of illness.

**Payout:** *(None? Yearly? Upon termination? Rate? Cap?)*



## LEAVES - VACATION

**POLICY:** To provide eligible employees with paid vacation time while meeting the operational needs of the (*insert Employer*).

**Eligibility:** (*Define*).

**Accrual:** Eligible full-time employees shall accrue \_\_\_\_\_. Part-time employees, working at least \_\_\_\_\_, shall accrue \_\_\_\_\_. Additional vacation time is accrued after \_\_\_\_\_ years, \_\_\_\_\_ years, and \_\_\_\_\_ years as follows:

(*insert*)

**Approval:** Use of vacation time requires the prior approval of the employee's supervisor.

**Incremental Use:** Vacation time may be used in no less than (*insert - one-hour?*) increments.

## **INSURANCE & RETIREMENT BENEFITS**

### **HEALTH INSURANCE & COBRA**

**POLICY:** To provide health insurance to those employees who qualify for coverage.

**Coverage:** Levels of benefits provided and employee participation is determined by (*insert employer name*) and applicable state and federal regulations.

**Employee Contribution:** (*Insert*). **NOTE:** *For participants in the State Plan, effective January 1, 2012 employers are prohibited from paying more than 88% of the average premium cost of plans offered in any tier with the lowest premium cost (employee pays at least 12% of premium cost). For participants in plans other than the State Plan, employee contributions are established by the employer.*

**Insurance Continuation:** Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) and subsequent amendments to the Act, employees covered under an employer’s group health care plan are eligible for continuation of health care coverage under the group plan upon the employee’s termination (except for gross misconduct) or reduction in hours. COBRA regulations also allow the employee’s spouse and covered dependents to elect continuation coverage upon the employee’s death, divorce or legal separation, an employee’s entitlement to Medicare, a dependent’s loss of dependent status under family coverage, or the employer’s filing of a bankruptcy proceeding.

All employees, as well as their qualified dependents, will receive notice of mandated insurance continuation benefits at the time of hire or whenever the plan coverage for the employee begins. If a qualifying event occurs which entitles the employee and/or qualified dependents to continuation coverage, the plan administrator will notify the qualified beneficiaries of their right to elect continuation coverage. Unless otherwise agreed, continued participation is solely at the participant’s expense.

*For additional details regarding coverage and premium contributions, contact (insert, as appropriate).*

## **OTHER INSURANCES**

**POLICY:**    *(Insert as appropriate)*

## **BENEFITS - RETIREMENT**

**POLICY:** To provide retirement contributions to eligible employees in accordance with State law.

**Employee Contribution:** Once eligible for coverage under WRS, coverage is mandatory and an employee may not “opt out” of WRS. Employers and employees are required to pay a percentage of each payment of earnings equal to “one-half of the total actuarially required contribution rate.” Employee contributions are pre-tax.

**Early Retirement:** ***NOTE:** We do not recommend continuing early retirement incentives. Consider, at a minimum, discontinuing for new employees.*

## **TECHNOLOGY & COMMUNICATION**

### **BULLETIN BOARDS**

**POLICY:** The *(insert employer)* will keep employees informed about *(insert)* activities and provide a bulletin board for use by employees for posting of communications.

**Prior Authorization:** Authorization for employees to use the bulletin board must first be obtained from management. All persons who post notices, letters, and the like on bulletin boards without first obtaining authorization will be subject to disciplinary action, up to and including termination. Employees are expected to remove postings in a timely manner.

## **ELECTRONIC MEDIA & SOCIAL MEDIA POLICY**

**POLICY:** It is the policy of the employer that information, in all its forms, written, spoken, recorded electronically, or printed, will be protected from accidental or intentional unauthorized modification, destruction, or disclosure. All electronic media must be protected from misuse, unauthorized manipulation, and destruction. It is further the policy of the employer that employees may not use social media technology to engage in or post communications or material that would violate any Handbook policy, including, but not limited to, using technology to post communications or materials that are derogatory or offensive with respect to race, religion, gender, sexual orientation, national origin, disability, age, or any other legally protected class status.

### **General Guidelines - Electronic Media:**

1. All employer-provided electronic media systems are the employer's property. Additionally, all messages and files composed, sent or received on these systems are and remain the property of the employer. They are not the private property of any employee.
2. The use of our electronic media systems is reserved solely for the conduct of business, during work hours. However, if employees wish to use these systems during breaks, lunch periods, or before and after regular working hours, they may do so but employees are specifically prohibited from using these services for any illegal, illicit, immoral or offensive purposes. A post is "offensive" if it could reasonably be construed to intentionally harm someone's reputation, contribute to a hostile work environment on the basis of a protected classification, incite violence or similar inappropriate or unlawful conduct, or disparage members of the public/customers, co-workers/associates or suppliers.
3. The electronic media systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, or other non-job-related solicitations.
4. The electronic media systems are not to be used to create any "offensive" or disruptive messages or documents (see definition of "offensive", above) or used in a manner that adversely affects your job performance or is disruptive to the job performance of co-workers.
5. The electronic media systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, employee/employee family medical information or similar materials without prior authorization. This guideline is not intended to restrict employees from discussing with others their wages or other terms and conditions of employment.

6. The employer reserves and intends to exercise the right to review, audit, intercept, access and disclose all internet activity and any messages or documents created, received or sent over the employer's electronic media systems for any purpose.
7. The confidentiality of any message cannot be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to management or they are invalid and cannot be used.
8. Employees may not modify, delete, or destroy any Employer document created by any electronic media unless specifically authorized to do so.

### **General Guidelines - Social Media:**

1. **Only on Your Own Time.** Unless you have received advance permission from your supervisor or unless such activity is directly related to the performance of your job, you may not engage in social media activity on work time and in work areas (you may engage in social media activities during break times and pre/post work time.)
2. **Post as Yourself.** Make clear that you are expressing your personal views alone, not those of your employer.
3. **Be Respectful and Nice.** Do not post communications or material that is disparaging of services, or employees); obscene, profane, vulgar, bullying, threatening, or maliciously false. This guideline is not intended to prevent employees from discussing with others their wages or other terms and conditions of employment.
4. **Use Good Judgment.** Because what you say online is accessible to the public, use good judgment in your communications.
5. **Obey the Law.** Do not post any material that violates the law, such as material that is obscene, profane, defamatory, threatening, harassing, or that violates the privacy rights of someone else. The posting of such material may subject you to criminal and civil liability.
6. **Don't Expect Privacy.** Because your social media communications are publicly available, you should not expect that your communications are private in any way. Once you post something online, it is completely out of your control and generally available to anyone in the world.

7. **Ask for Guidance.** If you have any questions about what is appropriate to include in social media communications, ask your manager or a member of the Human Resources Department.
8. **Comply with Harassment and Other Policies.** Employees may not use social media technology to engage in or post communications or material that would violate any other Handbook policy, including, but not limited to, the Workplace Safety, Discrimination, Harassment and Retaliation policies. This guideline is not intended to prevent employees from discussing with others their wages or other terms and conditions of employment.
9. **Keep Secrets.** You must not disclose “confidential information” which does not include discussions with third parties about your wages, hours and/or conditions of employment.

**Reporting Deviations from Policy:** All employees are encouraged to report any discovered or suspected unauthorized or improper usage of electronic media or social media with impact on the workplace. The Employer prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy and/or for cooperating in an investigation will be subject to disciplinary action, up to and including discharge from employment.

**Policy Violations:** Employees who violate this policy may be subject to discipline, up to and including immediate termination of employment.



## POLITICAL ACTIVITIES

**POLICY:** Employees are free to engage in political activity outside of work hours and to the extent that it does not adversely affect the performance of job duties, working relationships or (*insert City, District, etc.*) operations. When engaging in political activity or engaging in discussion of issues of public importance, employees are expected to ensure that their actions and positions are not attributed to the Employer. Employer resources may not be used for promoting a particular candidate or political party or for advocating a particular position on an issue that has become identified as the viewpoint of a particular candidate or party.

**Definition of “Employer Resources”:** Employees may not use employer resources for political activities. Employer resources include office supplies, electronic equipment including e-mail, facsimile and photocopying machines, bulletin boards and other public spaces. Use of bulletin boards requires authorization of (*insert, as appropriate*) and is off-limits to public use.

**Definition of “Political” Activities:** Political activities include partisan and non-partisan elections and referendums. Any political activity must be conducted independent of your role as an employee. The following guidelines are not exhaustive, but are intended to help in differentiating between those activities that may be viewed as harmful to workplace functioning and those activities that generally fall outside the “political” activities subject to employer restrictions and intervention. Employees are expected to avoid the following political activities:

- Using working hours or employer resources to solicit money or signatures or to make political contributions;
- Using non-work hours to solicit contributions, signatures or services from other employees who are on work time;
- Posting political materials in areas open to the public (generally, individual work stations that are not available to the public are exempted from this restriction);
- Using the employer’s mailing address as the return address for political solicitations;
- Providing employer mailing lists to any individual or organization for political solicitations if this information is not generally available to the public. (Note: the use and distribution of employer mailing lists to outside parties always requires prior authorization including an assessment of whether fees should be charged to cover production costs);
- Providing a forum for an individual candidate to promote his or her campaign without giving an equal opportunity to other candidates, for the same office, to participate in the forum;

- Political advocacy in the form of clothing items, armbands and buttons that cause a disruption in operations and/or violate the rights of others including the right to be free from discrimination, harassment and intimidation in the workplace.

**NOTE - For School Districts:**

These guidelines are not intended to discourage discussion of controversial issues in the classroom, where such discussions are consistent with District curriculum guidelines and teaching methods.

This policy is not intended to limit the off-duty activities of employees where District buildings and property are made available to community groups for meetings and gatherings.

Nothing in this policy limits the rights of the District to sponsor non-partisan political forums or forums to provide information on District initiatives, such as building referendums. Nothing in this policy places restrictions on the District's freedom to invite speakers with political associations to forums that are not open to the general public.

## **SOLICITATION (Non-Political)**

**POLICY:** In order to help maintain a work environment that protects employees from undue interference while performing their jobs, employees may not orally solicit or distribute written materials for any organization, fund, activity or cause to other employees in work areas while either employee is on working time.

**Employees On-duty:** Employees may solicit other employees or distribute written materials before or after the normal work day, during normal break or lunch times or any other time when they are not working. These solicitations and literature distribution efforts are not permitted in working areas.

**Employees Off-duty:** Off-duty employees may not solicit or distribute literature on (*insert, as appropriate*) premises at any time.

**Non-employees:** May not solicit or distribute written materials on behalf of any organization, fund, activity or cause. Solicitations for charitable organizations are exempt as long as the organization is sponsored by an employee and prior permission has been secured from management. The same restrictions regarding working time and working areas apply to non-employees.

# **WORKPLACE POLICIES**

## **CODE OF ETHICS**

**POLICY:** Employees may not use their position for improper personal gain, or for the private gain of a member of the employee's immediate family/ close personal associate or for an organization with which the employee is associated if such gain is different from what is available to the general public. Employees have a duty to ensure that conflicts, or perceived conflicts, between their own private interests and public responsibilities, are avoided.

**Disclosure of Personal Relationships:** Employees are required to disclose personal relationships with applicants/employees/vendors/service contractors, and may not participate in discussions concerning purchasing services, hiring, promoting, retaining or salary/benefits of persons with whom the employee has a relationship that may pose a conflict of interest.

**Gifts and Gratuities:** Employees may not solicit or accept from any person directly, or indirectly, any gift, gratuity or anything of value that might reasonably be perceived as impairing his/her independence of action or judgment. For purposes of this policy, "anything of value" is defined as an object with a likely value in excess of \$25.00 and does not include coffee mugs, pens, paper supplies, calendars and other such items that are often provided at seminars and training sessions. When in doubt about the value of an item, the employee should discuss the matter with their supervisor. If an unsolicited item of value is received by an employee, the gift should be reported to his/her supervisor for proper disposition and documentation.

**Outside Employment:** Employees are required to disclose to their supervisor outside employment and may not use work time (except for breaks and lunch period) for tasks associated with outside employment. Employer resources, including supplies and electronic equipment, may *not* be used for purposes of outside employment. The employer retains the right to determine whether outside employment is interfering with job performance and creates a conflict of interest, or creates a potential conflict of interest.

**Resolution of Conflict of Interest:** When a conflict of interest is identified by the employer, the matter being reviewed may be reassigned to a different employee. The employer retains the right to take other or additional steps as may be deemed appropriate in order to resolve the matter. Violations of the Code of Ethics policy will be evaluated on a case-by-case basis and may result in disciplinary action up to and including discharge from employment. Nothing in this policy is intended to prohibit an employee from working with, or accepting employment with, a labor organization representing employees.

## **DISCIPLINE**

**POLICY:** Disciplinary action against employees may be taken for violations of standards of conduct, violations of policies and procedures, or for unsatisfactory work performance. Disciplinary action will typically be taken after an investigation and after giving the employee an opportunity to respond to any and all allegations.

**Level of Discipline:** The level of discipline imposed will take into consideration the seriousness of the infraction as well as the employee's performance record. When appropriate, discipline should be corrective in nature. At the employer's sole discretion, various types of employee discipline or corrective action may be imposed which include, but are not limited to, the following: verbal warning, written warning, suspension or termination. Employee discipline for purposes of access to the grievance procedure, is defined to include only termination, disciplinary suspensions and disciplinary demotions. None of these disciplinary measures are required to be used before termination from employment occurs nor are the listed disciplinary actions required to be used in any specific order. The Employer may repeat disciplinary action.

Employees are expected to work in a competent and conscientious manner which reflects favorably upon the employee and the (*insert Employer*). The following is a list of examples of behavior which would normally justify disciplinary action.

- Fraud in securing employment.
- Incompetency.
- Inefficiency.
- Unauthorized absences.
- Repeated absence or tardiness or improper use of leave.
- Neglect of duty.
- Insubordination or willful misconduct.
- Dishonesty including failure to provide accurate and complete information when requested by an authorized person.
- Assuming duties while under the influence of controlled substances or intoxicants; or possession of use of intoxicants or controlled substances during working hours.

- Conviction of a felony or misdemeanor, the circumstances of which are substantially related to the duties performed.
- Negligence or willful damage to property.
- Discourteous treatment of the public or fellow employees.
- Failure to obtain and maintain a current license or certification as required by law or employer.
- Failure to maintain effective working relationships with other employees or the public.
- Sexual or other unlawful harassment, discrimination or retaliation.
- Workplace violence including using threatening or abusive language towards others.
- Unlawful possession of weapons.
- Failure to comply with health and safety rules and regulations.
- Unauthorized entry or use of facilities and property.
- Violation of any lawful order, directive, policy, or work rule.

The offenses listed above are not intended to be all-inclusive, and discipline, including termination, may occur for any other reason depending upon the seriousness of the offense, the particular facts and circumstances surrounding the incident(s), and the employee's record of prior disciplinary actions.

**Documentation:** All discipline shall be documented with a copy provided to the employee and a copy placed in the employee's personnel file.

## GRIEVANCE PROCEDURE

**(NOTE:** *The sample language is appropriate for entities of a certain size and administrative hierarchy. Smaller entities will need to make language adjustments – we can provide alternative language).*

**POLICY:** **To provide a timely and orderly review of decisions concerning:**  
**a) employee terminations; b) employee discipline; and c) workplace safety.**

- I. Purpose and Applicability:** This procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination, or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the *(insert Governing Body)*, where appropriate. The *(insert Governing Body)* expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings prior to utilizing the grievance procedure.

If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable. This procedure does not replace or supersede any statutory provision which may be applicable to an employee's employment with the \_\_\_\_\_. Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or Wisconsin statute, or subject to a different dispute resolution process, is excluded from this grievance procedure. This grievance procedure does not create a legally binding contract or a contract of employment.

## **II. Definitions**

### **A. Definition of "Employee":**

#### **OPTION #1**

1. For purposes of discipline and termination under this grievance procedure, an employee shall be defined to include regular full-time, part-time, and limited term employees. All other individuals employed by the \_\_\_\_\_, such as casual employees, temporary employees, and short-term substitutes as well as independent contractors, are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.

#### **OPTION #2**

For purposes of discipline and termination under this grievance procedure, an employee shall be defined to include regular full-time and part-time employees. All other individuals employed by the \_\_\_\_\_, such as casual employees, temporary employees, limited term employees, and short-term substitutes as well as independent contractors and those within their first six months of employment, are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.

2. For purposes of workplace safety under this grievance procedure, an employee shall be defined to include regular full-time, part-time, limited term, casual, and temporary employees. All other individuals employed by the \_\_\_\_\_ are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.

**B. Definition of “Discipline”:** For purposes of this procedure, “discipline” means an employment action that results in a disciplinary suspension or disciplinary demotion. “Discipline” for purposes of access to this grievance procedure does not include any written or verbal notices, warnings, reprimands, or reminders; verbal disciplines will be documented, but not subject to the grievance procedure. The purpose of written and verbal notices, warnings, reprimands, or reminders is to alert the employee that failure to correct the behavior may result in disciplinary suspension, without pay, disciplinary termination, or disciplinary demotion.

**C. Definition of “Termination”:** For purposes of this procedure, “termination” means a separation from employment by the employer for disciplinary or quality of performance reasons. “Termination” does not include layoff, reduction in workday, furlough, (*school districts should insert “non-renewal”*), reduction in workforce, job transfer or reassignment, or the end or completion of temporary employment, which are not subject to the grievance procedure.

**D. Definition of “Workplace Safety”:** For purposes of this procedure, “workplace safety” includes any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risks. “Workplace Safety” does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

### **III. General Provisions**

**A. Role and Appointment of “Impartial Hearing Officer”:** For purposes of this procedure, the role of the “Impartial Hearing Officer” will be to define the issues, identifying areas of agreement between the parties and identifying the issues in dispute, and to hear the parties’ respective arguments. The Impartial Hearing Officer shall be appointed by \_\_\_\_\_ based upon the nature of the matter in dispute.

**B. Time Limits:** Failure to submit or process a grievance by the employee within the time limits specified below, or agreed upon extensions, shall constitute waiver of the grievance and it will be considered resolved on the basis of the employer’s last answer. Failure of an employer representative to meet the time limits



specified below shall cause the grievance to move automatically to the next step in the procedure within seven (7) days of such failure. A grievance or decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12:00 midnight on the due date. The time limits contained in this procedure are to be strictly observed and can only be extended upon the express written consent of the parties.

- C. Days:** The term “days” as used in this provision means calendar days, excluding holidays as defined in the Handbook. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday, or holiday as defined in the Handbook, the time limit is the next day which is not a Saturday, Sunday, or holiday.
- D. Scheduling:** Grievance meetings and hearings will typically be held during the employee’s off-duty hours. Time spent in grievance meetings and hearings shall not be considered as compensable work time.
- E. Representation:** The employee shall have the right to representation during the grievance procedure at the employee’s expense.

**IV. Procedure for Grievances Concerning Employee Terminations and Employee Discipline:**

The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

**Step 1:** An earnest effort shall be made to settle the matter informally between the aggrieved employee and the employee’s immediate supervisor. If the grievance is not resolved informally, then it shall be reduced to writing by the employee who shall submit it to the employee’s immediate supervisor within fourteen (14) days after the facts upon which the grievance is based first became known, or should have become known, to the employee.

The written grievance shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and indicate the specific relief being sought.

The supervisor will reply in writing to the employee within fourteen (14) days after receipt of the written grievance.

**Step 2:** If the grievance is not settled in Step 1, and the employee wishes to appeal the decision of the supervisor, the employee shall submit the written grievance to the \_\_\_\_\_ or designee within seven (7) days after receipt of the supervisor’s written answer to request a hearing before an

Impartial Hearing Officer. The Impartial Hearing Officer will be appointed by the \_\_\_\_\_ or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating the reasons for one of three decisions: 1) Sustaining the discipline/termination, 2) Denying the discipline/termination, or 3) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall normally be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

**Step 3:**

The employer or employee may appeal the decision of the Impartial Hearing Officer to the (*insert Governing Body*) in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

Level of Review: The role of the (*insert Governing Body*), in reviewing the decision of the Impartial Hearing Officer, is to solely address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of fact or law which makes his/her award invalid?
4. Did, in the opinion of the Board, the Impartial Hearing Officer err in making his/her award?

After answering the above questions, the (*insert Governing Body*) will decide to uphold, modify, or reverse the decision of the Impartial Hearing

Officer. The (*Governing Body*) will issue its written decision within sixty (60) days from receipt of the appeal.

**V. Procedure for Grievances Concerning Employee Workplace Safety:**

The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

**Step 1:** Any employee who personally identifies, or is given information about, a workplace safety issue or incident must notify his/her immediate supervisor of the issue or incident as soon as reasonably practicable. All workplace safety issues and incidents, no matter how insignificant the situation may appear to be, must be reported by an employee to their immediate supervisor within 24 hours after the incident or issue was raised in order to be addressed as part of the grievance procedure.

A written report of the incident or issue, outlining the events that transpired and proposed resolution, if any, shall be submitted to the \_\_\_\_\_ for review and consideration within seven (7) days of the incident or issue.

**Step 2:** After receipt of the written report, the \_\_\_\_\_ or designee will conduct additional investigation, as required, and normally issue a final report on findings and conclusions within thirty (30) days of receipt of the written report. Copies of the report will be given to the persons who signed the written report as well as to the \_\_\_\_\_ or designee.

**Step 3:** The employee may appeal the findings and conclusions of the \_\_\_\_\_ and request the appointment of an Impartial Hearing Officer within seven (7) days after receipt of the \_\_\_\_\_ report. The Impartial Hearing Officer will be appointed by the \_\_\_\_\_ or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating one of three outcomes: 1) Sustaining the conclusions of the \_\_\_\_\_, 2) Denying the conclusions of the \_\_\_\_\_, or 3) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days

from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall normally be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

**Step 4:** The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

Level of Review: The role of the (*insert name of governing body*), in reviewing the decision of the Impartial Hearing Officer, is to address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of fact or law which makes his/her award invalid?
4. Did, in the opinion of the Board, the Impartial Hearing Officer err in making his/her award?

After answering the above questions, the (*Governing Body*) will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The (*Governing Body*) will issue its written decision within sixty (60) days from receipt of the appeal.

## **JOB TRANSFERS & PROMOTIONS**

**POLICY:** To permit temporary and permanent job transfers and promotions based on operational needs and based on the employee's relative ability, experience and other qualifications as determined by the Employer. Such transfers and promotions shall not be made arbitrarily or capriciously.

**Temporary Assignments:** Temporary assignments will normally not exceed (*insert period of time*) and employees will normally receive their regular rate of pay for the time spent in temporary assignment.

## **JOB VACANCIES & POSTING**

**POLICY:** To provide notification of job openings and opportunity for employees to apply for open positions.

**Procedure:** When the Employer determines that a vacancy or new position shall be filled, the Employer shall typically post a notice of such vacancy or new position for a minimum of *(insert)* working days if reasonable and appropriate to do so. The posting shall include the date the position is to be filled, title of position, requirements, and rate of pay and benefits. The Employer retains the right to determine whether and when to recruit outside applicants.

**Interview:** In most cases, all employees who meet the minimum qualifications for the position and who sign said posting will be given the opportunity to interview for the opening. All employees who interview for a position will be notified of selection outcome.

## **LAYOFF & RECALL**

**POLICY:** The Employer retains the right to lay off employees, in whole or in part, and to retain those employees who are most qualified to perform the available work, regardless of their previous length of employment.

**Procedure:** The needs of the Employer shall be the prime consideration used in the Employer's determination of which employees shall be laid off. The rehiring of employees that have been laid off shall be determined by the Employer based on its need for the most qualified person to perform the available work.

## **PERFORMANCE REVIEWS**

**POLICY:** To provide for periodic review of work performance.

**Procedure:** Employee work performance will normally be reviewed during the first year of employment and at least *(insert, as appropriate)* thereafter. If an employee believes that a performance review is needed and/or past due, the employee should discuss the matter with their immediate supervisor or *(insert contact title/department)*.



## **PERSONAL APPEARANCE**

**POLICY:** Employees are expected to dress in a manner consistent with the expectations of their job and in a manner that does not adversely affect the employee's or co-workers' performance of job duties or create a health or safety hazard. Employees are expected to practice good personal hygiene and to avoid the use of fragrances that may interfere with the ability of co-workers to perform their job. Enforcement of this policy must be non-discriminatory with regard to sex, race, religion or other legally-protected class status.

**Guidelines:** When a concern arises regarding an employee's personal appearance or use of jewelry, accessories or fragrances, the co-worker is encouraged to discuss the matter with their supervisor. The supervisor will undertake a review of the situation, including any issues associated with protected class status that may need to be considered. The supervisor will follow-up, as appropriate, in a manner that may include a private discussion with the employee(s) or an educational intervention for employees.

**Protective Clothing:** Employees who are engaged in hazardous duty may be required to wear protective clothing as designated by the employer.

## **PERSONNEL FILES**

**POLICY:** Reasonable access to personnel records will be authorized in accordance with public records laws and regulations. Any/all personal medical information will be secured in an area separate from the personnel record, with strictly controlled and limited access, in order to protect confidentiality.

**Procedure:** Employees, and other authorized viewers of records, shall have the authority to review and copy, but not remove or alter, their personnel records. If an employee disagrees with any information in his/her personnel file, the employee may submit a written statement explaining his/her position which shall be included in the file.

## SEPARATION FROM EMPLOYMENT

**POLICY:** Employees who voluntarily resign from their employment are expected to give the required notice in order to facilitate a smooth transition.

**Notice Required:** *(Insert, as appropriate, for both Exempt and Non- Exempt staff. It is important to request written notice including last day to be worked (including any request to use benefit time at end of employment period.) If you routinely supply personal equipment for employee use, you may wish to reference return of property.*

**NOTE For School Districts:** *Include information on breach of individual teaching contract, such as: Teaching staff may resign in accordance with the terms of his/her individual contract. Any teacher who seeks to break his/her individual contract will normally be required to pay liquidated damages as follows: If any resignation is accepted by the Board in the \_\_\_\_ days prior to the start of the school year or anytime during the school year, then liquidated damages shall be \_\_\_\_\_. If the resignation is accepted by the Board before said \_\_\_ work days, but after July 1<sup>st</sup>, then liquidated damages will be \_\_\_\_\_. The Board of Education may waive such payments. The Board is not precluded from refusing to accept the resignation, or from seeking and recovering the actual amount of damages resulting from a breach of individual contract.*

**Accrued Benefits:** Failure to provide the required notice of resignation may result in withholding of accrued benefits at the time of separation from employment.

## **WORKPLACE ENVIRONMENT**

### **SAFETY & DISCRIMINATION, HARASSMENT & RETALIATION-FREE WORKPLACE**

**POLICY:** It is the policy of (*insert*) to maintain a safe workplace environment that is free from discrimination, harassment and retaliation. Every employee has a personal responsibility to help maintain a safe and healthful workplace environment. Under federal and state fair employment laws, members of protected classes are shielded from unlawful discrimination in employment. Workplace harassment and discrimination, whether engaged in by employees, supervisors or members of the public, will not be tolerated and will subject offenders to disciplinary action or discharge from employment. Retaliatory acts taken against employees for reporting workplace safety issues, harassment or discrimination will also not be tolerated and will subject the offender to disciplinary action or discharge from employment.

**Responsibility to Report:** It is the responsibility of each and every employee to immediately report to management any and all health and safety issues, discriminatory, harassing or retaliatory conduct which may relate to the work environment whether it occurs on or off the job. Such conduct includes conduct by employees toward other employees, by employees toward (*insert students, clients, etc., as appropriate*) and by members of the public toward employees which relates to their work.

**Definition of Protected Class:** State and Federal law prohibits discrimination and harassment based on any protected class including, but not limited to, age, race, color, creed, disability, religion, sex, national origin, ancestry, arrest record, conviction record, marital status, sexual orientation, genetic testing, membership in the national guard, state defense force or any other reserve component of the military forces, for use or non-use of lawful products off the employer's premises during non-working hours.

**Definition of Harassment and Acts of Discrimination:** Harassment and acts of discrimination to be reported by employees can include:

- A. Unsolicited and repeated derogatory epithets, derogatory statements or gestures made to a person because of his/her protected status.
- B. Any attempt to penalize or punish a person because of his/her protected status.
- C. Creating an offensive and hostile working environment for a person because of his/her protected status, including sexual harassment.

Reports and allegations of workplace harassment and/or discrimination will be subject to investigation by management as soon as reasonably possible. If an employee is found to be responsible for harassment or other discriminatory conduct, then appropriate disciplinary action may be taken, up to and including a termination from employment. However, such action cannot be taken if management is not first made aware of the complaint.

An employee who has a harassment, discrimination or retaliation complaint should immediately report it to *(insert)*. The report may be made verbally or in writing. The allegations should provide sufficient information and detail so that *(insert)* can thoroughly investigate the complaint. If the *(insert)* is the object of the complaint, then the employee should report directly to *(insert)*.

Upon receiving an employee report of harassment, discrimination or retaliation, *(insert)* will take appropriate steps to investigate the complainant's allegations. Such reports shall be kept confidential to the maximum extent possible. An investigation may include interviewing other employees, speaking with the complainant, interviewing members of the public and reviewing documents such as e-mails, letters or memos. Based upon the investigation's outcome, management will take appropriate action to resolve the complaint. A resolution may or may not result in disciplinary action being taken by the employer.

**Definition of Workplace Safety:** *Any* unsafe practice or condition, affecting persons, property or equipment, must be reported immediately to *(insert)*. Should a hazardous situation exist, safety concerns always take precedence over continuing operations. Any employee who identifies new ways to increase workplace safety, should make these recommendations known to *(insert)*.

## **DRUG & ALCOHOL-FREE WORKPLACE**

**POLICY:** No employee shall report to work or be under the influence of alcohol, illegal drugs or other drugs which affect the employee's judgment, coordination, decision-making or safety during working hours. This policy includes any paid or unpaid lunch periods as well as training sessions and the working hours of conferences. The sale, possession, transfer or purchase of illegal drugs while in the course and scope of employment is also prohibited.

**Purpose:** The purpose of this policy is to: a) establish and maintain a safe and healthy work environment, b) reduce absenteeism and tardiness, and c) improve job performance.

**Sale/Purchase/Distribution:** No employee shall sell, purchase or distribute alcohol or other drugs during work hours or while attending employer-sponsored events, conferences and training sessions. The employer may expressly authorize exceptions to this policy, including authorizing permission to use alcohol at a designated social event (*school districts should also insert the distribution of student medications*).

**Drug & Alcohol Testing:** The Employer may conduct drug & alcohol testing based on reasonable suspicion that the employee is under the influence of alcohol or illegal drugs and may conduct testing for employees in testing-designated positions (such as CDL). Any such testing will be done in accordance with established procedures.

**Duty to Report:** Every employee has a duty to notify his/her supervisor immediately of any drug use that might impair job performance including the ability to safely operate machinery or equipment. "Drug use" includes use of prescription drugs that may have a negative impact, even a temporary impact, on the employee's job performance.

**Violations of Policy:** Violations or allegations of violations of this policy will be evaluated on a case-by-case basis and may result in disciplinary action, up to and including discharge from employment.

## ***EMPLOYEE ACKNOWLEDGMENT***

I, \_\_\_\_\_, acknowledge receipt of this Employee Handbook.

I understand that the Employee Handbook is a means to acquaint me with \_\_\_\_\_ and its operations, and provide guidance with regard to its policies.

I understand that by accepting employment with \_\_\_\_\_, I am not being asked or required to provide anything in return beyond my services. I further understand that the Employee Handbook does not constitute a contract of employment, express or implied, between \_\_\_\_\_ and myself and that no oral statements by supervisors or management can alter this disclaimer or create a contract. Only \_\_\_\_\_ has the authority to create an employment contract, and such contract must be in writing and signed by \_\_\_\_\_ to be valid.

I further understand that my employment with \_\_\_\_\_ is "at-will," not for any definite period of time, and may be terminated by myself or \_\_\_\_\_ at any time and for any reason not prohibited by law.

**NOTE – add for School Districts:**

*I also understand that if I have an individual employment contract with the District, as required and pursuant to §118.21 (1), this Employee Handbook does not constitute a separate contract of employment, express or implied, between the District and myself. In the event that any Employee Handbook provision conflicts with any applicable employment contract provision, the employment contract shall control.*

I understand that \_\_\_\_\_ reserves the right to modify, amend, or delete any provisions of the Employee Handbook at any time. I will receive notification of any such modifications, amendments, or deletions.

I understand that this Employee Handbook supersedes all previous manuals, handbooks, and personnel policies that I have received or have been advised of by \_\_\_\_\_. I also understand that any subsequent revisions to the provisions of this Handbook after I commence my employment will supersede those contained herein.

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_