

**NOTICE & AGENDA
MOUNTAIN BAY METROPOLITAN
POLICE DEPARTMENT
OVERSIGHT BOARD**

Date: Wednesday, June 19, 2024
Time: 4:00 p.m.
Place: This meeting will be held via
<https://us02web.zoom.us/j/6953385367>
Or via telephone: 646-558-8656, enter, 6953385367# then enter #
Or at the Rothschild Village Hall

Pursuant to State Statutes, the following subject matter will come before the Board for consideration and possible action:

1. Call to Order
2. Announcements and Statements from the Audience
(This is the only opportunity for the public to address any items of concern including items on the agenda. Public comment is not allowed without Board action when an agenda item is discussed. Due to open meeting laws, the Board will not be able to have a dialog with the person making public comments. If the person making public comments would like answers to questions, then they will need to leave their phone number with the Clerk so they can be contacted by staff to have their questions answered. Public comments will be limited to 3 minutes per person. No action will be taken during public comments.)
3. Minutes of Previous Meeting(s)
Oversight Board Meeting Minutes of April 24, 2024
4. Report of Police Department on Day-to-Day Operations
 - Sale of Vehicles
 - Hiring of Kou Moua
 - Equipment & Badges/Uniforms
 - Phone System
5. Discussion and Possible Action Regarding Police Department Staffing and Wage Scale
6. Discussion and Possible Action Regarding Handbook for Non-Union Employees
7. Discussion and Possible Action Regarding D.C. Everest SRO Contract
8. Discussion and Possible Action Regarding Moving Forward with the Space Need Study for the Building
9. Set Date, Time, and Agenda Items to Discuss at Next Meeting
10. Adjourn

Signed: Elizabeth Felkner, WCMC
Presiding Officer or Designee

Posted at the: Rothschild Village Hall, MBMPD Office, Weston Village Hall, & Rothschild Post Office

Daily Herald Notified:

By: EF
Date: 6/14/2024

Via: FAX
By: EF
Date: 6/14/2024

NOTE: Please note, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Village Clerk's Office, (715) 359-3660, during the normal hours of operation.

If there is a quorum of any other governmental body present at the meeting, the existence of the quorum shall not constitute a meeting as no action of such body is contemplated.



Accepted:

1. Call to Order:

Chairman Dan Mortensen called the meeting to order at 4:00 p.m. Members present: Dan Helgeson, Jim Pinsonneault, Mark Maloney, and Dan Mortensen. Board member Jamie Weiland is excused. Also present: Chief of Police Jeremy Hunt, Rothschild Administrator Ryan VanDeWalle, Weston Administrator Jami Gebert, Captain Nicholas Aldrich, and Clerk Elizabeth Felkner.

2. Announcements and Statements from the Audience: None.

3. Minutes of Previous Meeting(s):

Motioned by Maloney/Helgeson to Approve the Oversight Board Meeting Minutes of April 11, 2024 as Presented. Questioned and carried 4:0.

4. Discussion and Possible Action Regarding Current Office Layout and Staffing:

Chief Hunt gave a brief update of the current layout between the office space and staffing. Parking, locker rooms, office space and equipment are moving forward in the right direction. Chief Hunt mentioned that there is a tentative offer for Kou Moua with a potential start date of May 20th. Chief Hunt mentioned that one officer did except a position with Marathon County and will no longer be with the department.

No Action Taken.

5. Discussion and Possible Action Regarding Purchasing and Selling of Firearms:

Chief Hunt mentioned that Everest Metro officers currently have 45 caliber Glocks and Rothschild officers have 40 caliber Glocks. All employees' equipment holsters currently hold 45 caliber Glocks. With the equipment all being uniformed, Chief Hunt is requesting to sell all other Glocks/handguns non 45 calibers, and to purchase 45 caliber Glocks to replace and be synced. Chief Hunt mentioned that Officer Weiland's firearm is still in service and will be handing that firearm to Officer Weiland's spouse. Chief Hunt mentioned the other firearms will go to Wisconsin Surplus Auction for sale and the funds from the sales will be utilized for the purchase of new firearms. The purchase of the new firearms will go through Kiesler Supply at \$409.00 per gun with a grand total of \$18,142.00. The Board gave Chief Hunt the authority to move forward with offering the officers the opportunity to purchase their current firearm if needed.

Motioned by Helgeson/Pinsonneault to Allow Chief Hunt to Move Forward with the Selling and Purchasing of Firearms in the Department as Discussed. Questioned and carried 4:0.



Accepted:

6. Discussion and Possible Action Regarding Employee Benefits through the State of Wisconsin:

Mr. VanDeWalle explained that Mountain Bay Metro Police Department will begin Wisconsin benefits on January 1, 2025. With that being said, Mr. VanDeWalle is requesting the Board to approve the Mountain Bay Metro Employees use the Village of Rothschild's Wisconsin Retirement System benefits for 2024. Mr. VanDeWalle did mention that a resolution will be brought forward to the Board that will officially allow state benefits for the Mountain Bay Metro Employees starting January 1, 2025.

Motioned by Maloney/Helgeson to Allow Mountain Bay Metro Employees use the Village of Rothschild Wisconsin Retirement System benefits in 2024 and then have the Mountain Bay Metro Police Department Wisconsin Benefits Begin January 1, 2025. Questioned and carried 4:0.

7. Discussion and Possible Action Regarding the Law Enforcement Services Agreement with the Town of Weston:

Mr. VanDeWalle explained the services agreement to the Board. The agreement is with the Town of Weston.

Motioned by Maloney/Pinsonneault to Approve the Law Enforcement Services Agreement with the Town of Weston. Questioned and carried 4:0.

8. Discussion and Possible Action Regarding the MOU of the SRO D.C. Everest School District:

Chief Hunt explained the MOU with the Mountain Bay Metro Police Department and the D.C. Everest School District. Chief Hunt is requesting the Board to negotiate with the School District the cost of having the School Resource Officers at the schools for D.C. Everest. Chief Hunt is requesting a flat rate which would include the cost of the officers, overtime, vehicle use, etc.

Motioned by Pinsonneault/Helgeson to Allow Chief Hunt to Negotiate the SRO D.C. Everest School District MOU and Present at a Future Meeting for Final Approval. Questioned and carried 4:0.

9. Discussion and Possible Action Regarding Mountain Bay Metropolitan Auditor for 2024 and Beyond:

Mr. VanDeWalle presented two proposals to the Board. One is from KerberRose and the other is from CLA. They are almost identical in pricing. Mr. VanDeWalle mentioned that the Village of Rothschild is currently utilizing CLA as their Auditor and is requesting the same for the Mountain Bay Metro Department.



Accepted:

Motioned by Pinsonneault/Helgeson to Approve CLA as the Auditor for the Mountain Bay Metropolitan Police Department for 2024 and Beyond. Questioned and carried 4:0.

10. Discussion and Possible Action Regarding the Municipal Judge Wages:

Mr. VanDeWalle proposed to the Board to adjust the Municipal Judge wage to accommodate the new court in conjunction with this police department merger. Originally, the judge was making \$12,000.00 annually here to do the Village of Rothschild, Village of Edgar and Village of Marathon City. However, with the additions, we are looking to accommodate for the changes. Therefore, the proposal is to increase the 2024 wages and begin in May of 2024, and go from a monthly income amount of \$1,000.00 to \$2,250.00. This rate would be locked in until 1/1/2026. At that time, we would look to increase to \$2,500.00 monthly. The judge is up for election in the spring of 2027.

Motioned by Pinsonneault/Helgeson to Approve the Municipal Judge Wage for May 1, 2024 to January 1, 2026 Not to Exceed \$2,250.00 per Month with No Negotiations or Changes Permitted. Questioned and carried 4:0.

11. Set Date, Time, and Agenda Items to Discuss at Next Meeting:

Next meeting is scheduled for Wednesday, May 22, 2024 at 3:30 p.m.

12. Adjourn:

Motion by Helgeson/Pinsonneault to Adjourn. Questioned and carried 4:0. Meeting Adjourned at 4:30 p.m.

Prepared by: Elizabeth Felkner, Clerk



ANNUAL FINANCIAL

MEMORANDUM OF UNDERSTANDING

BETWEEN

D.C. EVEREST AREA SCHOOL DISTRICT AND

MOUNTAIN BAY METROPOLITAN POLICE DEPARTMENT

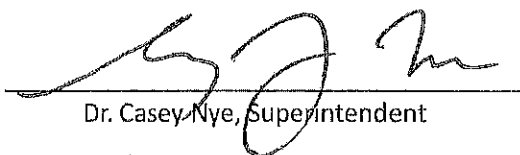


The D.C. Everest Area School District, in Marathon County, Wisconsin, and Mountain Bay Metropolitan Police Department, in Marathon County, Wisconsin, through the authority of the undersigned representatives, hereby enter into this memorandum of understanding on this third day of June 2024, and agree as follows:

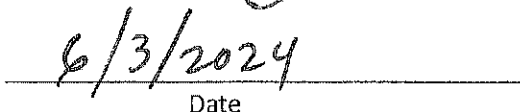
- Five (5) Mountain Bay Metropolitan Police Department School Resource Officers (SROs) will support D.C. Everest Senior High School, D.C. Everest Junior High School, Mountain Bay Elementary School, Weston Elementary School, Evergreen Elementary, and Rothschild Elementary, up to 40 hours weekly, on average, during the scheduled school calendar. This partnership will be collaborative in nature and the SROs will work to meet the needs of the Village of Rothschild, Village of Weston, City of Schofield, and Town of Weston, communities, and D.C. Everest Area School District.
- At a minimum, bi-annual meetings will occur between the Mountain Bay Metropolitan Police Department Chief and D.C. Everest Superintendent to ensure a positive relationship.
- Beginning June 1st, 2024, the district commits to pay \$370,000.00 for the 2024-2025 school year with an increase of 1% every year after, with the increase occurring on the calendar year.
- This Memorandum of Understanding shall remain in effect until terminated by either party upon written notice to the other party. A 120 day written notice is required by either party that is seeking termination of this agreement.

D.C. EVEREST SCHOOL DISTRICT

MOUNTAIN BAY METROPOLITAN
POLICE DEPARTMENT


Dr. Casey Nye, Superintendent

Jeremy Hunt, Police Chief


Date

Date

SCHOOL RESOURCE OFFICER PROGRAM

MEMORANDUM OF UNDERSTANDING BETWEEN THE MOUNTAIN BAY METROPOLITAN POLICE DEPARTMENT AND OVERSIGHT BOARD AND THE D.C. EVEREST AREA SCHOOL DISTRICT

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the Mountain Bay Metropolitan Police Department and Oversight Board (hereinafter "Department") and the D.C. Everest Area District (hereinafter "District").

SECTION 1. PURPOSE OF MOU

The MOU formalizes the relationship between the Department and the District to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of the community. This MOU delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program") as a joint cooperative effort between the District and the Department.

The mission of the SRO Program is to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. This is accomplished by assigning Law Enforcement Officers employed by the Department (hereinafter "SROs") to District facilities on a permanent basis during the school year.

SECTION 2. TERM AND TERMINATION

This MOU shall begin on June 1, 2024, and end on June 30, 2025, and remain in effect until terminated by either party upon written notice to the other party. A 120-day written notice is required by either party that is seeking termination of this agreement.

SECTION 3. SRO PROGRAM

1. The Department and the District shall negotiate the number of law enforcement officers to serve as SROs and the particulars of each SRO's assignment.
2. The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Department. Responsibility for the conduct of the SRO, both personally and professionally, shall remain solely with the Department. The SRO is employed and retained by the Department, and in no event will be considered an employee of the District. The SRO is expected to comply with all District policies, procedures, and directives, except if such policies, procedures, or directives conflict with the SRO's responsibilities to the Department.
3. The Department and the District shall each name a contact person who will monitor the SRO Program. Building administrators will serve as contacts for their respective school.

4. Although the SRO has been placed in a formal educational environment, he/she are not relieved of the official duties as an enforcement officer. The SRO shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Wisconsin state law and Department policy. The SRO and the Department will have the final decision on whether criminal charges shall be filed. The Department will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

The District shall maintain full, final, and plenary authority over curriculum and instruction in the District, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher and other District personnel, not the Department or its employees, and the Department and its employees shall not attempt to control, influence, or interfere with any aspect of the District curriculum or classroom instruction except in emergency situations.

SECTION 4. RECORDS.

In the event that the District makes any disclosure of pupil records to the SRO or the Department, such a disclosure will comply with Wis. Stats. §§ 118.125 and 938.396, as well as Family Educational Rights and Privacy Act (FERPA) and applicable regulations.

The SROs are hereby individually designated by the School Board as school officials and assigned to the District, such that they have legitimate educational interests, including safety interests, in access to pupil records in accordance with Wis. Stat. § 118.125(2)(d) and FERPA. Therefore, providing such access to pupil records is not a disclosure.

For each disclosure of a pupil record(s) to the SRO or the Department that is not in the SRO's capacity as a school official, as described above, the following shall apply:

1. The disclosure of records is subject to this MOU.
2. The disclosure of records is (1) in connection with an emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual; (2) necessary to effectively serve the pupil in the juvenile justice system, including to provide services to the pupil before adjudication; (3) relate to an ongoing investigation or pending delinquency petition, and/or (4) in compliance with other legal authority permitting disclosure of records.
3. All records received by the SRO and/or the Department will not be disclosed (re-disclosed) to any other person, except as authorized by law.
4. All disclosures of records will occur upon the District's receipt of a completed Certification form (see Exhibit A attached hereto) from the SRO or the Department.

Other records may be shared with the SROs and the Department in accordance with the law.

The SROs and the Department will share records and other information with the District, upon request, to the extent permitted by law.

SECTION 5. FIREARMS

1. Except as limited herein, law enforcement officers employed by the Department shall be permitted to possess firearms, including concealed firearms, on the grounds of a District school or within 1,000 feet of the grounds of a District school while not acting in their official capacities as "on-duty" officers, pursuant to Sections 941.23 and 948.605(2)(b)1.m. of the Wisconsin Statutes and Section 922(q)(2)(B)(v) of Title 18 of the United States Code.
2. Only law enforcement officers who carry firearms in the course of their professional duties with the Department shall be permitted pursuant to this MOU to possess firearms on the grounds of a District school or within 1,000 feet of the grounds of a District school while not acting in their official capacities as "on-duty" officers.
3. It is acknowledged that law enforcement officers covered by this MOU are authorized and permitted, and, therefore, shall continue to take any and all steps that their oath and duties to the Department and state of Wisconsin require, including when off-duty on District premises or property if said oath and duties so require.

SECTION 6. SAFES.

1. The District hereby authorizes the Department to utilize the safes for secure storage of and officer access to Department equipment during the course of their duties.
2. The Department may use the safes for storage of the Department equipment, related to law enforcement duties and public safety.
3. Access to the safe, combinations, and any applicable keys are restricted solely to the Department Supervisory Staff and officers.
4. The Department and its officers are responsible for the equipment stored inside each safe, including the care and maintenance of the equipment.
5. Any and all Department property stored in the safes, in accordance with this MOU, will be removed by the Department at the end of each school year or upon the revocation of authorization to use the safes.
6. The District has the right to revoke such authorization to use the safes as long as the District provides the Department with advance written notice, so the Department can remove its property in a timely manner.
7. Indemnification: The Department shall be solely responsible and liable for the act(s) and omission(s) of its entity, officers, employees, officials, agents, representatives, and members. The Department shall and hereby does hold harmless, defend, and indemnify the District, including its officers, agents, and employees against all claims, demands, actions and suits (including all attorneys' fees and costs) arising from this MOU. The parties to this MOU are governmental entities entitled to governmental immunity under law, including Wis. Stat. § 893.80. Nothing contained herein shall

waive the rights and immunities to which each party may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stat. § 893.80, or any subsequent amendments thereof, any federal law, common law, or other applicable laws.

SECTION 7. FEES/COSTS

Annually, the District's Superintendent and Police Chief will negotiate any fees arising out of this MOU. Such fees shall be committed to writing, signed, and attached to this MOU for the parties' files. Thereafter, the Department will invoice the District for any fees to be paid by the District, as negotiated.


SECTION 8. INDEMNIFICATION AND HOLD HARMLESS

1. Each party shall be solely responsible and liable for the act(s) and omission(s) of its own entity, officers, employees, officials, agents, representatives, and members. Each party shall and hereby does hold harmless, defend, and indemnify each other including its officers, agents, and employees against all claims, demands, actions, and suits (including all attorneys' fees and costs) arising from the indemnitor's performance of this MOU where the loss or claim is attributable to the negligent acts or omissions of that party.
2. The District and the Department mutually covenant and agree that neither party will ensure the actions of the other, and each party will assume its own responsibility in connection with any claims made by a third party against the Department and/or the District subject to the provisions herein.
3. Both parties to this MOU are governmental entities and entitled to governmental immunity under state and federal laws, including, but not limited to, Wis. Stat. § 893.80. Nothing herein shall waive the rights and immunities to which each party may be entitled under the law.

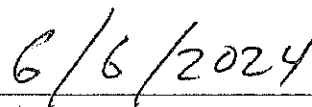
SECTION 9. NOTICE

Any notice, consent, or other communication in connection with this MOU shall be in writing and may be delivered in person, by mail, or by email to the Police Chief or Superintendent, respectively. If hand-delivered, the notice shall be effective upon delivery. If by email, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the party.

Approved and accepted:



D.C. Everest Area School District



Date

Mountain Bay Metropolitan Police Department
and Oversight Board

Date

EXHIBIT A
CERTIFICATION
FOR
DISCLOSURE AND CUSTODY
OF
PUPIL RECORDS

The undersigned, _____, on behalf of the _____, have received or will receive certain "pupil records" within the meaning of Wis. Stats. §§ 118.125 and 938.396, from the D.C. Everest Area School District (District) and, therefore, make the following certification to the District:

1. The records that have been or will be disclosed to me are for the purpose of:

_____ The records are in connection with an emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual;

_____ The records are necessary to effectively serve the pupil in the juvenile justice system, including to provide services to the pupil before adjudication;

_____ The records relate to an ongoing investigation or pending delinquency petition;

_____ The records may be disclosed based on the following legal authority _____

2. The disclosure of records is made pursuant to an Interagency Agreement between the District and the Mountain Bay Metropolitan Police Department and Oversight Board.
3. I certify that all records that I have received will not be disclosed to any other person, except as authorized by law.

This Certification is made and is intended to be interpreted in a manner consistent with Wis. Stats. §§ 118.125 and 938.396.

By: _____

Title: _____

On Behalf Of: _____

Date: _____



**Mountain Bay Metropolitan
Police Department
Non-Union Employee Handbook**

Adopted by the Mountain Bay Metropolitan Police Oversight Board _____

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INTRODUCTION

This handbook pertains to all non-union clerical staff as of May 1, 2024. The Mountain Bay Metropolitan Police Department, in extending service to its citizens, recognizes that the well-being of its employees is essential to the maintenance of a high standard of operations. It is felt that the interest of the police department and its employees are complementary, rather than conflicting.

No Employee Handbook can anticipate every circumstance or question about policy. The Mountain Bay Metropolitan Police Department reserves the right to revise, supplement, or rescind any policies or portions of this Handbook at any time with or without notice as it deems appropriate in its sole discretion. Police Department employees will be notified of such changes to the Handbook as they occur.

Policies set forth in this Handbook do not create an employment contract nor are they to be construed to constitute contractual obligations of any kind between the Mountain Bay Metropolitan Police Department and any Police department employee. No oral statements or disclaimers by *Department Heads, Supervisors, Administrators, or Elected Officials* can create a contract, or alter or modify the at-will status of Police department employees.

The provisions in this Handbook supersede all existing policies and practices (with the exception of the Police Department policies) whether verbal or written and may not be amended or added to without the express written approval of the Chief of Police and the Police Oversight Committee.

This Handbook applies to all non-union clerical employees of the Mountain Bay Metropolitan Police Department whose conditions of employment are not subject to a collective bargaining process. Where there is any conflict between this Handbook, Ordinances, or the Mountain Bay Metropolitan Police Department Personnel Policies, procedures, and Department rules those shall supersede the terms of this Handbook.

The Chief of Police, Captain and Lieutenant benefits will follow those of the Mountain Bay Metropolitan Police Department union contract.

Americans with Disabilities Act:

The Mountain Bay Metropolitan Police Department recognizes some individuals with disabilities may require reasonable accommodations. If an employee is disabled or becomes disabled (meaning a mental or physical impairment substantially limiting one or more of the major life activities) and an employee requires a reasonable accommodation, they must contact the Village Administrator to begin the interactive process, which will include discussing the disability, limitations, and possible reasonable accommodations that may enable an employee to perform the functions of their position, make the workplace readily accessible to and usable by the employee, or otherwise allow the employee to enjoy equal benefits and privileges of employment.

DEFINITIONS

Any terms that appear in *italics* are defined in this section of the handbook.

Actual holiday: The date of the *actual holiday* in the United States. For example: The *actual holiday* for New Year's Day is January 1st, Independence Day is July 4th, Christmas Eve is December 24th, and Christmas Day is December 25th.

Assistant Supervisor: An employee with the responsibility to oversee others within the department in the absence of the *Supervisor*.

At Will Employees: Defines the relationship between the police department and the employees noting that employees can be dismissed by the employer for any reason.

Blood Relative: Refers to those who are related to an employee by birth rather than by marriage and not greater than two generations distant. Examples aunt, uncle, and first cousins.

Department Head: An employee with the responsibility for the operation of department.

Exempt Employees: Any employee who satisfies an exemption criteria as set forth under the Fair Labor Standards Act (FLSA) shall be classified as an exempt or salaried employee, paid a set annual salary.

Grandfathered (Employee): Employees who as of January 1, 2012, had earned vacation benefits above the benefit schedule will be "*grandfathered*" by maintaining their vacation benefits.

Immediate Family: Is defined as the employee's spouse, siblings, children, stepchildren, parents, spouse's parents, stepparents, mother-in-law, father-in-law, grandparents, grandchildren, or domestic partner (as defined by Wisconsin Law).

Immediate Relative: Means individuals who are related by blood, marriage or adoption including the following relationships: spouse, domestic partner (as defined by Wisconsin Law), child, step-children, mother or father, sister or brother, half-siblings, parents, step-parent, mother-in-law or father-in-law, grandparent, and grandchild. This policy shall also apply to persons related by blood or marriage residing in an employee's residence.

Non-Exempt Employees: Any employees who, because of the type of duties performed, the usual level of decision-making authority, and the method of compensation, are subject to all [Fair Labor Standards Act \(FLSA\)](#) provisions including the payment of overtime.

Observed holiday: The date designated by the Personnel Committee to observe a paid holiday, and close offices that are not required to remain open by law. The *observed holiday* may or may not coincide with the *actual holiday*.

Retirement: Shall be defined as any employee discontinuing their service with the Mountain Bay Metropolitan Police Department and qualifying for a monthly annuity as determined by the Wisconsin Retirement System (WRS) or as a result of a permanent disability as determined by the WRS.

Supervisor: An employee with the responsibility to oversee others within the department, but reports directly to a *Department Head*.

CHAPTER 1

EMPLOYMENT HOURS OF WORK AND PAY

1.1 HIRING (PROBATIONARY PERIOD)

It is the policy of the Mountain Bay Metropolitan Police Department to provide equal opportunity in employment to all qualified employees and applicants for employment. The personnel practices contained within this handbook shall apply on a non-discriminatory basis, without regard to race, color, religion, sex, national origin, age, marital status, disability or any other protected classes under state or federal laws. It is the police department's policy not to discriminate against qualified individuals with a disability with regard to any aspect of employment. The police department is committed to complying with the Americans with Disabilities Act.

The Mountain Bay Metropolitan Police Department will attempt to select the candidate it determines is the most qualified candidate for any position. The police department will consider all applicants, including current employees, who have applied for the vacant position. The police department will hire individuals upon the basis of their qualifications for the job for which they have applied, which will usually include a consideration of, but shall not be limited to, an employee's knowledge, skills, and ability to perform the functions of the applied-for position efficiently and effectively. Every effort will be made to hire new employees for positions, which best utilize their abilities and in which they will be able to achieve both personal satisfaction and opportunity for growth.

Candidates for regular full-time employment may be required to undergo a physical and/or psychological examination, at police department expense, administered by a physician designated by the police department. Satisfactory passage of this examination may be used as a final requirement before being hired.

All newly hired employees shall serve a probationary period. Probationary employees shall be subject to dismissal without recourse to the police department's Grievance Procedure (Section 3.4).

1.2 NEPOTISM

It is the policy of the Mountain Bay Metropolitan Police Department not to discriminate in its employment and personnel actions with respect to its employees and applicants on the basis of marital or familial status. It is the further policy of the Mountain Bay Metropolitan Police Department to establish a policy for the employment of *immediate relatives* in order to assure the reality and appearance of fairness in the best interest of the police department. Notwithstanding this policy, the police department retains the right to refuse to appoint a person to a position in the same department or division wherein his/her relationship to another employee has the potential for creating adverse impact on supervision, safety,

security, morale, auditing, or involves a potential conflict of interest.

No elected or appointed official, manager, *Department Head*, *Supervisor*, employee or applicant will be appointed to a regular full-time or regular part-time employment position where an *Immediate Relative* would have the authority to supervise, discipline, audit, or evaluate the performance of the employee or applicant.

1.3 DISCRIMINATION

The police department affirms its commitment to provide equal employment opportunities. This commitment extends to all aspects of the police department's human resource management policies and practices.

Furthermore, the police department dedicates itself to the maximum utilization of its human resources. To this end, the police department seeks to ensure equal employment to all persons and is not influenced by or affected by an applicant's or employee's race, color, gender, national origin, age, religion, disability, sexual orientation, marital status, political affiliation or membership in the national guard or reserve component of the military forces of the United States, or any other characteristics protected by law.

Employment decisions for the police department will be based on merit, qualifications, and abilities.

1.4 PERFORMANCE APPRAISALS

The performance appraisal is a written evaluation of the employee's job performance. It may include, but is not limited to, the *Department Head/Supervisor's* comments and recommendations, action plan for both the employee and *Department Head/Supervisor*, and performance goals. Information derived from the performance appraisal may be considered when making decisions affecting an employee including, but not limited to, decisions concerning training needs and opportunities, salary or hourly rate adjustment including merit pay, reclassification, demotion, transfer, or continued employment.

Performance appraisals should be completed upon the following occasions:

- A. Upon a new hire reaching periods of six months, and twelve months employment with the police department.
- B. On an annual basis prior to the employee's annual compensation adjustment and in determining whether merit pay is appropriate. Merit pay shall be based on the performance appraisal.
- C. At such other times as deemed appropriate by the employee's *Department Head*

1.5 DISCIPLINARY ACTIONS

- A. Disciplinary action will occur when an employee's behavior, job performance, or conduct fails to meet the expectation of the Mountain Bay Metropolitan Police Department, or actions taken by an employee can be reasonably deemed to be careless and result in damage to equipment and/or injury to another person.
- B. Employees shall comply with all rules identified in the current Employee Handbook and all future policy memoranda.
- C. Disciplinary action is designed to be progressive and to be applied in a fair, timely, and consistent manner. Progressively more serious levels of discipline may be used until either the employee's conduct or performance reaches the desired improvement or all appropriate discipline types have been exhausted. However, an imposed disciplinary action up to and including termination may occur without necessarily following a progression due to the circumstances and the fact that police department employees are at-will.
- D. The Chief of Police or his/her designee or the Mountain Bay Metro Police Oversight Board, may determine if an employee is to be disciplined and the type of discipline up to and including suspension without pay and termination.

1.6 TERMINATION AND RESIGNATION

- A. Termination is the police department's separation of an employee involuntarily from his/her current position. Resignation is an employee's voluntary separation from his/her current position. An employee is free to resign at any time, but the police department requests that the employee submit a written two-week notice, at a minimum, in advance of resignation. The police department further requests *Department Head* positions to give a written four-week notice, at a minimum, in advance of resignation.
- B. All benefits are affected by employment termination. Health insurance coverage at the police department rate may be continued at the employee's expense as specified by COBRA. Employees will be notified in writing of the terms, conditions, limitations, and costs associated with continuation coverage. Employees shall receive a payout of any earned but unused vacation as of the date of termination, upon departure.

1.7 REDUCTIONS TO WORK FORCE

If it becomes necessary to reduce the police department workforce with layoffs, such layoffs shall be solely determined by the Mountain Bay Metropolitan Police Oversight Board.

1.8 HOURS OF WORK

The normal office hours for the Police Department will be 7:30 a.m. to 4:30 p.m. Monday through Friday. The Police Department hours may vary depending on the efficiency needs of the Police Department, to be determined by the Chief of Police on a case-by-case basis. Some variation in office hours may be different for holidays to coincide with the judicial system, including the courthouse.

1.9 PAY PERIODS

Employees shall be paid bi-weekly on Friday at the end of the work day by direct deposit.

1.10 CALL TIME

- A. When an employee is called to work outside of his/her regular schedule of hours, he/she shall receive "call time" pay of two (2) hours minimum at time and one-half.
- B. Employees who are called into work are only allowed to receive pay once per day for the same incident or event.

1.11 OVERTIME PROVISIONS

- A. The police department has the right and responsibility to schedule overtime work as required. It is the nature of municipal service that emergencies and other conditions will exist which requires overtime by employees. Therefore, an employee may not consistently refuse overtime assignments.
- B. The police department recognizes that employees may have personal obligations, from time to time, which prevent the ability to accept overtime assignments. However, personal obligations must be balanced with the obligation for service to the police department. Consistent or improper refusal of overtime assignments will be grounds for disciplinary action.
- C. *Non-exempt* full-time employees who work more than forty (40) hours per week shall be paid at a rate of one and one-half (1 ½) times their regular rate of pay for all hours worked beyond forty (40) hours per week.
- D. All overtime is to be pre-approved by management.
- E. The Chief of Police, Captain and Lieutenant will be allowed one time payments on a limited basis, if funded by grants or outside agency (for example: Speed/Alcohol Grants and Tomahawk Fall Ride).

1.12 BREAKS

- A. Each full-time clerical employee shall be allowed up to a one (1) hour lunch period, which will be unpaid.
- B. Any breaks beyond the lunch period shall be at the discretion of the *Department Head/Supervisor*. For office efficiency and individual case load needs, the Chief of Police will determine how police department clerical breaks are taken.

1.13 NEW EMPLOYEE COMPENSATION

New employee compensation will be established by the Chief of Police with final approval from the Mountain Bay Metropolitan Police Department Oversight Board.

New *Department Head* compensation will be set by the Mountain Bay Metropolitan Police Oversight Board.

New Police Chief compensation will be determined by the Mountain Bay Metropolitan Police Department Oversight Board.

1.14 EXEMPT EMPLOYEES

Overtime compensation or payment for overtime is not allowed for those employees in the following exempt positions: *Department Heads* and Professional/Administrative Salaried Personnel. These employees have responsibilities which routinely require work in excess of forty (40) hours per week and are compensated accordingly.

Exempt employees are eligible for personal time off. It is understood that personal time is allowed only when the responsibilities of the position are being met.

CHAPTER 2

EMPLOYEE LEAVE AND BENEFITS

2.1 HOLIDAYS

- A. All permanent full-time employees shall be paid his/her regular schedule of hours at the straight-time rate of pay for the following nine (10) holidays:
 - 1. New Year's Day
 - 2. Memorial Day
 - 3. Fourth of July
 - 4. Labor Day
 - 5. Thanksgiving Day
 - 6. Day After Thanksgiving
 - 7. Christmas Eve
 - 8. Christmas Day
 - 9. New Years Eve
 - 10. Optional Holiday (Must be taken as full eight-hour increment)
- B. Employees on sick leave at the time a holiday falls shall be paid for the holiday and the day shall not be charged against their sick leave accrual.
- C. Employees required to work on an observed holiday shall receive double-time pay of their straight pay for all actual hours worked plus holiday pay.
- D. In order to qualify for holiday pay, an employee must work, or utilize vacation, sick, or comp time the scheduled day before or the scheduled day after said holiday unless excused by his/her *Department Head*.
- E. All regular employees shall be paid their regular schedule of hours for holidays falling on Saturday and Sunday as follows:
 - (1) If the *actual holiday* falls on a Saturday, the Friday before shall be the observed *holiday*. If the *actual holiday* falls on a Sunday, the Monday following the *actual holiday* will be the *observed holiday*. The Mountain Bay Metropolitan Police Department Oversight Board may designate a different date for observing a holiday.
 - (2) Police clerical holidays may be implemented on days to coincide with the holiday hours at the courthouse. The variations to be determined by the Police Chief.

2.2 VACATION

- A. Each full-time employee that has 1) completed at least one (1) year of service, and 2) worked forty-three (43) out of the fifty-two (52) preceding weeks exclusive of time lost due to injury covered by Worker's

Compensation or illness covered by sick leave benefit weeks shall earn the following vacation. Any vacation time earned prior to May 1, 2024, shall remain.

- Forty (40) hours for one (1) year
 - Eighty (80) hours for two (2) years
 - One hundred twenty (120) hours for six (6) years
 - One hundred ninety-two (192) hours for twelve (12) years
 - Two hundred (200) hours for fifteen (15) years
 - Two Hundred Forty (240) hours for twenty (20) years
- B. Employees who, as of January 1, 2012, had earned vacation benefits above the benefit schedule in Section 2.2 A, will be *grandfathered* by maintaining their vacation benefits. *Grandfathered* employees will not be eligible for greater amounts of vacation and are subject to all other terms set forth in this Handbook.
- C. Vacations shall be granted on a calendar basis, January 1st through December 31st of each year. Employees beginning employment on any day other than January 1st shall have their first earned vacation pro-rated in order that their second and subsequent earned vacations may be taken on the same basis as other employees.
- D. Vacant positions being refilled may allow for the negotiation of additional vacation time at the time of hire. For purposes of determining future vacation benefits for these positions, at hire, they shall be deemed credited with the corresponding years of continuing service with the Police department. The Personnel Committee or Board has the right to alter Salaried Employees vacation benefits.
- E. Vacation requests need to be approved by a *Supervisor* or *Department Head*.
- F. Vacation time is not cumulative and must be taken on or before December 31st of the year, any remaining balance will be lost. If a carryover is needed it will have to be approved by the *Department Head*. Up to eight (8) days, or sixty-four (64) hours may be carried over and used at the discretion of the *Department Head*.
- G. The Mountain Bay Metropolitan Police Department does not allow vacation time to be donated from one employee to another.

2.3 PERSONAL LEAVE DAYS

Each full-time employee shall be entitled to twenty-four hours of personal leave per year. These hours off shall have the prior approval of the Chief or Captain. The intent of personal days is to cover those situations in which the employee is scheduled

to work, but personal problems or business matters dictate that he/she be elsewhere. They are not intended to be extra days of paid holiday, and failure to take it will not result in extra pay. The employee shall clearly describe the reason for the personal day to the Chief, or Captain in his/her absence, either orally or in writing so that the validity of the request can be determined. Any unused personal leave as of December 31st shall be converted to vacation to be scheduled and used in the following calendar year.

2.4 SICK LEAVE

- A. Sick leave shall accumulate at the rate of eight hours per month to a maximum of one thousand eighty (1080) hours.
- B. Sick leave shall be used for the purpose for which it was intended, that being to provide an employee protection against loss of pay due to illness or injury. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness, disability, or medical absence of the employee. All scheduled sick leave shall be approved prior to use by the *Department Head* or *Supervisor*. Therefore, employees shall not engage in any other employment during the time they are granted the use of accrued sick leave. Other examples of conduct that would constitute sick leave abuse are, but not limited to, engaging in organized sports activities, frequenting establishments that serve intoxicating beverages, traveling for purposes other than related to medical or recovery needs, general abuse, etc.
- C. Wellness Days: After accumulating twenty-four (24) days of sick leave, if, during the next calendar year the employee does not use any sick leave, the employee shall be granted two (2) days off, with pay, the following calendar year. If the employee uses only one (1) sick day in that year, the employee shall receive one (1) sick leave day. If the employee uses two (2) or more sick leave days in that calendar year, the employee will receive no bonus days. These bonus days will not be deducted from the employee's accumulated sick leave credits. Scheduling of these days shall follow the same procedure as outlined for vacations.
- D. Catastrophic Sick Leave Account: After an employee has reached the maximum accumulation of sick leave of 1080 hours, any additional sick leave accumulation thereafter shall be placed in an individual catastrophic sick leave account (CSLA), not to exceed 192 hours. Sick leave in the CSLA may only be used when an employee is absent from work because of illness or injury and the employee's regular sick leave, vacation leave, and compensation time have been exhausted. Upon termination or retirement, an employee's CSLA shall be forfeited.
- E. Employees absent three (3) or more days will be required to present a doctor's certificate upon returning to work.
- F. Sick leave shall be paid at the rate of scheduled hours per day for the days of occurrence beginning on the first day of absence.

- G. Employees may use sick leave in one quarter (0.25) hour increments.
- H. Employees will be allowed to use a maximum of five (5) days per calendar year of sick leave in cases of illness, injury, or surgery in the *Immediate Family*.
- I. When a police department employee is eligible for *retirement*, his/her unused accumulated sick leave, at a maximum of one hundred (135) days at the time of *retirement* will be converted to a monetary value and transferred into a 115 Medical Trust Plan administered by the Police department's contracted insurer to be used for health insurance premiums and expenses. (Days of accumulated sick leave times his/her regular rate of pay at the time of *retirement*).
- J. Any employees hired after May 1, 2024, when these police department employees are eligible for *retirement*, they will be paid 100% of his/her unused accumulated sick leave, at a maximum of one hundred (135) days at the time of *retirement*. This amount will be converted to a monetary value and transferred into a 115 Medical Trust Plan administered by the police department's contracted insurer to be used for health insurance premiums and expenses. (Days of accumulated sick leave times his/her regular rate of pay at the time of *retirement*).
- K. If an employee dies while still employed by the police department, his/her unused accumulated sick leave at the time of death will be converted to a monetary value (days of accumulated sick leave times his/her regular rate of pay at the time of death). The fund shall be paid out to the surviving spouse/dependent(s), or as assigned by legal documents.
- L. Because Police department employees do not qualify for the FMLA (Family Medical Leave Act) the Police department will follow the Wisconsin FMLA laws and allow up to two (2) weeks of leave for an employee's serious health condition in a calendar year, up to two (2) weeks for the serious health condition of a parent, child, or spouse, and up to six (6) weeks for the birth or adoption of a child. The *Department Head*, with the approval of the Administrator, can grant up to a maximum of twelve (12) weeks off for the above-mentioned cases, only if the employee has the vacation and sick leave banks available for the time off. Additional time can be used with the permission of the *Department Head* and Administrator. The use of sick leave is permitted in these cases with a written doctor's excuse. While an employee is on sick leave or medical leave, they are not allowed to work for any other job where they receive compensation. (Refer to Appendix – Polices, Employment Policies, Section A-2, Family and Medical Leave Act Policy)
- M. The Mountain Bay Metropolitan Police Department does not allow sick time to be donated from one employee to another.
- N. Employees who abuse their sick leave could be subject to discipline.

2.5 COMPENSATORY TIME

The accumulation of compensatory time will be at the discretion of the *Department Head*.

Compensatory time off may be substituted for overtime pay at the discretion of the *Department Head*. Employees may accumulate and maintain up to three (3) days throughout the calendar year.

Hourly employees with over 5 years of service shall be allowed to carry over up to 24 hours of compensatory time per year. However, due to lack of vacation time, newly hired employees with under 5 years of service shall be allowed to carry-over up to 40 hours of compensatory time per year.

2.6 FUNERAL LEAVE

In cases of the employee's *immediate relative* such as spouse, domestic partner (as set forth under Wisconsin law), child, step-children, mother, father, sister or brother, half-siblings, parents, step-parents, mother-in-law or father-in-law, grandparents, and grandchildren the employee will be allowed permissible time off beginning with the date of death to and including the day of funeral, not to exceed three (3) scheduled working days at his/her regular straight time pay rate. This provision shall not be applicable if an employee is on leave of absence or sick leave. One (1) day of funeral leave shall be granted for the death of an employee's *blood relative*, or brother-in-law, or sister-in-law. The employee must attend the funeral to receive leave compensation; said leave shall be paid at the employee's regular straight time pay rate.

In cases where a current or past employee has passed away, employees will be allowed to attend the funeral upon approval of *Department Head* based upon staffing levels. The employees will receive pay for the time needed to attend the funeral services when the services happen during normal business hours. The Administrator or Police department President will set the amount of time employees will be paid to attend the funeral. Use of funeral leave does not count towards calculations for overtime.

2.7 MILITARY LEAVE

A military leave of absence will be granted to employees who are absent from work because of service in the U. S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required unless military necessity prevents such notice, or it is otherwise impossible or unreasonable to provide such notice.

The leave will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed, or a comparable position depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for the purpose of determining benefits based on length of service. Contact the Police department Administrator for more information or questions about military leave.

2.8 JURY DUTY

Employees shall be granted leaves of absence for required jury duty. Such employees shall turn over jury duty pay (minus mileage allowance) to the Treasurer and then shall receive their normal salary for the period of jury duty. Employees must submit a copy of their Jury Duty Notice to their *Department Head* immediately upon receipt.

2.9 LONGEVITY PAY

- A. Employees shall receive annual longevity pay subject to the following schedule, terms and conditions.
- B. Schedule:
 - \$120.00 annually in addition to the base pay beginning with the fifth year of continuous employment.
 - \$400.00 annually in addition to the base pay beginning with the tenth year of continuous employment.
 - \$600.00 annually in addition to the base pay beginning with the fifteenth year of continuous employment.
 - \$800.00 annually in addition to the base pay beginning with the twentieth year of continuous employment.
- C. Longevity payments shall be counted for years of service similar to vacation where January 1st starts the new year of service.
- D. Employees who separate from employment prior to the first pay period in January will not qualify for longevity pay from the previous year. Longevity

payments for the 2024 year paid in January of 2025 shall be prorated back to May 1st, 2024.

2.10 ABSENCE WITHOUT LEAVE

The absence of an employee from duty, including any absence for a single day or part of a day without banked time shall be required to pay a prorated portion of their health benefit.

2.11 INSURANCE

The police department participates in several programs designed for the benefit of its employees and additional eligible family members under the employee's enrollment. The police department reserves the right to determine the design and choice of health insurance plans for all police department employees. Employees are eligible for health insurance on the first day of the month following 60 days of employment.

All employees eligible to receive health insurance benefits may choose not to take advantage of such benefits and receive compensation in lieu thereof. All eligible employees who waive health insurance coverage with the police department shall do so in writing on the provided form(s) and shall receive \$300/month/single or \$400/month/family added monthly to their regular paycheck. Such payment shall be subject to Federal, State, and Social Security taxes.

Upon termination or retirement, employees are eligible for COBRA benefits.

2.12 RETIREMENT FUNDS

The Police department participates in the Wisconsin Retirement System (WRS) statewide fund for its employees with the cost paid as set by State Statute.

2.13 POST EMPLOYMENT HEALTH PLAN (PEHP) AND DEFERRED COMPENSATION

Pre-Tax Employee Deferrals. The police department is enrolled and offers two deferred compensation programs: Post Employment Health Plan (PEHP) and a 457b deferred compensation plan for retirement available to those employees who wish to participate. Participation is fully funded by the employee participating.

2.14 FLEX SPENDING AND HEALTH SAVINGS ACCOUNT (HSA) OPTIONS

A flex spending pre-tax option is available to employees who wish to set aside pre-tax dollars for dependent care throughout the same year of participation. Participation in the program is fully funded by the employee participating.

Health Savings Accounts (HSA) are also available. The police department will contribute to the employee HSA accounts for those who participate in the police

department's health insurance program. The police department's annual contribution is established by the Mountain Bay Metropolitan Police Oversight Board. Employees can also contribute to their HSA accounts through a pre-tax option via payroll per IRS regulations.

2.15 BUSINESS TRAVEL EXPENSES

The police department will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the *Department Head*.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives are eligible for reimbursement by the Police department. Employees are expected to limit expenses to reasonable amounts and as set forth below.

Expenses that are eligible for reimbursement include the following:

- Car rental fees for compact or mid-sized cars.
- Fares for shuttle or airport bus service, taxis or other cost of public transportation.
- Mileage at the current IRS rate for use of personal vehicles calculated from the Police department Hall. Personal vehicles should only be utilized when a Police department vehicle is not available or when less expensive transportation is not available or practical per the *Department Head* or *Supervisor's* discretion. The police department requires employees to carry liability insurance policy of \$100,000.00 per person and \$300,000.00 per occurrence for their vehicle. If an employee is in an accident with their vehicle while on police department business, the employee's insurance is primary.
- Standard accommodation in mid-priced hotels, motels, or similar lodgings. Employees are required to try to obtain lodging at state rates where applicable.
- Meals - When an employee is outside the County on authorized business, meals will be reimbursed by the employer at the federal rate per diem assigned to the location in which the expense occurs, receipts will not be required will be required. The allowed meal rates can be found online at <http://www.gsa.gov/travel/plan-diem-rates>. Refer to Department Policy for specific partial day meal reimbursement provisions. Tips will not be included. Breakfast and dinner require travel and training to be more than twenty-five (25) miles from the Mountain Bay Metropolitan Police Department.

- Telephone calls, fax, and similar services required for business purposes.
- Laundry, on trips of five or more days.

Personal entertainment and personal care items are not reimbursed.

Employees who are involved in an accident while traveling on business must promptly report the incident to their *Department Head*. Vehicles owned, leased, or rented by the police department may not be used for personal use. The police department requires that employees be insurable before driving any vehicle on Police department business.

When travel is completed, employees shall submit a completed travel expense report within five (5) business days. Reports shall be accompanied by receipts to substantiate expenses claimed and submitted on a properly completed form.

Abuse of the business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, is grounds for disciplinary action as set forth in Section 1.5 of this Handbook, up to and including termination of employment.

CHAPTER 3

PERSONNEL DATA, CHAIN OF COMMAND, AND GRIEVANCE PROCEDURE

3.1 ACCESS TO PERSONNEL FILES

The Police department maintains a personnel file on each employee. The personnel file includes such information as the employee's job application and/or resume, records of training, documentation of performance appraisals, documentation of performance issues, salary history, and other employment records.

Personnel files are the property of the police department and access to the information therein is restricted. Generally, only the Chief of Police or the Mountain Bay Metropolitan Police Oversight Board shall have access to respective employment records.

Employees who wish to review their file shall contact the police department. Within seven (7 work days), employees may review their personnel files in the police department offices in the presence of the Police Chief or her/his designee. Employees may be charged the expense of duplicating documents in their file.

3.2 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the police department of any changes in personnel data including the following: name, mailing address, home telephone numbers, number and names of dependents, number of tax exemptions, individuals to be contacted in the event of an emergency, educational accomplishments, and beneficiary changes. If any personnel data has changed, the employee shall notify the Police Chief in writing not later than five (5) business days after the change.

3.3 CHAIN OF COMMAND

The operation of any government agency depends on an effective chain of command. The ultimate decisions concerning policy for the Mountain Bay Metropolitan Police Department resides by law with the Mountain Bay Metropolitan Police Department Oversight Board. The Chief of Police, as the chief administrative officer of the Mountain Bay Metropolitan Police Department, is the primary professional advisor to the Mountain Bay Metropolitan Police Department and head of the management team. The Chief of Police is the management person and reports directly to the Mountain Bay Metropolitan Police Department Oversight Board. This system represents a means of establishing orderly lines of organization and promote effective services for the community.

The Chief of Police is responsible for the development, supervision, and operation of the Mountain Bay Metropolitan Police Department and its personnel and facilities. Employees have the obligation to further the professional advisement of the police department through the chain of command. The Chief of Police is given the latitude to determine the best method of implementing the policy in addition to the oversight board.

All staff members, *Department Heads*, and *Supervisors* shall be responsible to the Chief of Police and the Mountain Bay Metropolitan Police Department Oversight Board. Each shall refer matters requiring administrative attention to his or her Supervisor and follow the chain of command as presented.

The chain of command within departments shall be identified by an organizational (authority) chart with the Chief of Police at the top of the departmental chain of command, then *Supervisors* where applicable. Complaints that reach the level of *Department Head* staff within a department shall be reported to the Village Administrator. The Police Department will follow the union contract as it relates to the chain of command.

Failure to comply with the chain of command will result in disciplinary action including termination.

3.4 GRIEVANCE PROCEDURE

3.4(1) PURPOSE & SCOPE

- A. The purpose of this policy is to provide guidance for employees and *Department Heads* concerning discipline, termination, and workplace safety, as defined in Section 3.4(2) below, of police department employees and to implement the grievance procedure mandated by Wis. Stat. §66.0509(1m). Nothing in this policy is intended to create a legally binding contract or to change the *at-will* nature of employment with the Mountain Bay Metropolitan Police Department, as the Police department reserves its management rights to exclusively manage its operations in the best interest of the taxpayers of the Village of Rothschild, City of Schofield, Village of Weston and Town of Weston.
- B. Employment with the Mountain Bay Metropolitan Police Department is voluntarily entered into and employees are free to resign at any time with or without cause. Similarly, the police department may terminate the employee at any time for any reason or no reason, provided there is no violation of applicable federal, state or local law.

3.4(2) DEFINITIONS

- A. **Days:** means calendar days, excluding legal holidays as defined in Wis. Stat. §995.20.
- B. **Hearing Examiner:** means the impartial hearing officer required pursuant to Wis. Stat. §66.0509(1m)(d)2. The hearing officer shall not be an employee of the Mountain Bay Metropolitan Police Department.
- C. **Employee:** is defined as, and limited to, an individual who has been actively employed in a regular or permanent part-time position, authorized by the Mountain Bay Metro Oversight Board at a minimum of 1,200 work hours per calendar year, and who has satisfied the initial probationary period.
- D. **Employee Discipline:** is defined as any of the following adverse employment actions: disciplinary suspension of employment for a period of greater than five (5) days without pay and termination. Discipline does not include, without limitation, any of the following actions:
- Placing an employee on paid administrative leave pending an internal investigation;
 - Counseling, meetings or other pre-disciplinary action, which shall be without pay if outside of the employee's regular working hours;
 - Actions taken to address work performance, including use of a performance improvement plan or job targets;
 - Demotion, transfer or change in job assignment;
 - Other personnel actions taken by the employer that are not a form of progressive discipline;
 - Oral/written reprimands;
 - Layoffs, terminations, or workforce reduction activities;
 - Documentation of acts or omissions in an employee file;
 - Actions taken pursuant to an ordinance created under Wis. Stat. §19.59(1m);
 - Non disciplinary wage benefits or salary adjustments;
 - Change in assignment and/or assignment locations; or
 - Performance evaluations or reviews.
- E. **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, workforce reduction, or failure to be recalled from layoff at the expiration of the recall period;
 - Retirement;
 - Job abandonment, "no-call, no-show", or other failure to report to work;

- Termination of employment due to medical condition, lack of qualification or license, or other inability to perform job duties;
 - Job transfer or demotion;
 - Actions taken for failure to meet qualifications of position;
 - Death; or
 - End of employment of a temporary, part-time or contract employee.
- F. **Workplace safety:** This procedure applies only to violation of state and federal regulations on health and safety standards in the workplace. See also §7.1(2).

3.4(3) PROCEDURE

- A. Every reasonable effort should be made by *Department Heads\Supervisors* and employees to resolve any questions, problems or misunderstandings that have arisen. Accordingly, employees should first discuss complaints or questions with their immediate *Supervisor* before proceeding to §3.4(3)B below.
- B. If the problem cannot be resolved with the employee's immediate *Supervisor*, a written grievance may be filed with the *Department Head* or designee in the absence of the *Department Head*, no later than five (5) working days from the date that the employee first became aware, or should have reasonably been aware, of the condition or circumstance giving rise to the grievance. A grievance may only be filed by the Employee who is the subject of the Discipline or Termination. The *Department Head* or designee, will schedule a meeting to review the matter within ten (10) working days of receiving the grievance. The *Department Head* or designee, will provide a written response within ten (10) working days of receiving the grievance or within ten (10) working days of the meeting, whichever is later. In the event that the *Department Head* is also the immediate *Supervisor*, the written grievance shall be filed with the Chief of Police and the same time periods for response will apply. If the Chief of Police is the immediate *Supervisor*, then the grievance will need to be filed with the Oversight Board, no later than five (5) working days from the date that the employee first became aware, should have reasonably been aware, of the condition or circumstance giving rise to the grievance. The Chief of Police will provide a written response within ten (10) working days of receiving the grievance or within ten (10) working days of the meeting, whichever is later.

Failure of the Chief of Police to respond within the time periods set forth in this Policy shall not be deemed as an approval of the grievance.

- C. The written decision provided in paragraph B. above shall be final unless the employee files a written request with the Chief of Police no later than five (5) working days of the date of the response required by paragraph B. above. The Chief of Police will provide a written response within ten (10)

working days of receiving the grievance or within ten (10) working days of the meeting, whichever is later. If the Chief of Police was the *Supervisor* and the grievance was sent to the Oversight Board.

- D. The written decision of the Chief of Police, or the Mountain Bay Metropolitan Oversight Board, shall be final unless the employee files a written request with the Mountain Bay Metropolitan Oversight Board no later than five (5) working days of the date of the response under paragraph C. above for a hearing before an impartial hearing examiner. The employee will be responsible to pay \$250 towards the cost of the hearing officer. The employee may be represented at the hearing by an attorney at the employee's own expense. The hearing shall be conducted as soon as practicable and may or may not be transcribed, subject to the examiner's discretion. Subject to the examiner's discretion, witnesses may also present information but only in person and under oath or affirmation, and written documents may also be submitted. The appealing party carries the burden of proof which shall be a preponderance of the evidence. The impartial hearing examiner will determine whether the Mountain Bay Metropolitan Police Department Oversight Board acted in an arbitrary and capricious manner. The examiner shall provide a written decision.
- E. The decision of the impartial hearing examiner shall be final unless the employee files with the Chief of Police a request for the decision to be reviewed by the Mountain Bay Metropolitan Police Department Oversight Board, no later than five (5) working days of the date of the decision issued under paragraph D. above. The Mountain Bay Metropolitan Police Department Oversight Board shall review the matter as soon as practicable at its next regularly scheduled board meeting. The Mountain Bay Metropolitan Police Department Oversight Board shall examine any records produced at the hearing before the impartial examiner and determine whether a rational basis exists for the examiner's written decision. Findings of fact shall be upheld unless they are clearly erroneous. The Mountain Bay Metropolitan Police Department Oversight Board shall not conduct a de novo hearing, or substitute its judgment for that of the hearing examiner. A simple majority vote of the Mountain Bay Metropolitan Police Department Oversight Board shall decide the appeal and shall be final.
- F. Failure to process a grievance by the grievant within the time limit, or agreed upon extensions, shall constitute termination of the grievance. Failure of a Mountain Bay Metropolitan Oversight Board representative to meet the time limits shall cause the grievance to move automatically to the next step in the procedure. Time limits may be extended by agreement in writing of the parties at any step of the procedure.
- G. An employee will not be compensated for time spent in processing his/her grievance through the various steps of the grievance procedure and as outlined in §3.4(3)B-E.

CHAPTER 4

EMPLOYEE CONDUCT

4.1 REQUIRED CONDUCT

- A. While on police department time, all employees are expected to conduct themselves and behave in a manner which is conducive to the efficient operation of the police department and in accordance with department policy. Such conduct includes, but is not limited to:
- B. Reporting to work punctually as scheduled and being at the place of work, ready for work, at the assigned time.
- C. Notifying the *Supervisor* and/or *Department Head* when the employee will be absent from work or is unable to report for work on time.
- D. Complying with all police department safety regulations.
- E. All accidents shall be immediately reported to the Chief of Police or his/her designee, in his/her absence.
- F. Wearing clothes appropriate for the work being performed.
- G. Performing work as assigned by a *Supervisor* or *Department Head*.
- H. Employees will respect, maintain, and secure all police department property at all times.
- I. Maintaining work place and work area cleanliness and orderliness.
- J. Treating all citizens and police department employees in a courteous and respectful manner at all times.
- K. Refraining from behavior or conduct deemed offensive or undesirable or which is subject to disciplinary action.
- L. All areas shall be kept clean and orderly and tools returned to the proper storage area after use each day.
- M. Maintain police department identification, on the employee's person, during work hours.
- N. No employee personnel relationships will be allowed with police department or village personnel.

4.2 PROHIBITED CONDUCT

The following conduct is prohibited on police department time and will subject the individual involved to disciplinary action, up to, and including termination. The following examples are illustrative of the types of conduct that is prohibited; but this list is not all-inclusive.

- A. The use or storage of illegal controlled non-prescription drugs or substances on Village property.
- B. The use and storage of alcoholic beverages on Village property, except where property is licensed to serve alcoholic beverages. Reporting for work under the influence of alcoholic beverages or an illegal controlled substance and the use of alcoholic beverages or illegal controlled substances during work hours.
- C. Failure to follow the orders of one's *Supervisor(s)*, *Department Head*, as directed by the Chief of Police, and the Mountain Bay Metropolitan Oversight Board.
- D. Being absent from work without permission or failure to report to the *Supervisor* or *Department Head* when one is absent.
- E. Being habitually absent or tardy for any reason.
- F. No unauthorized use or duplication of employee's keys.
- G. Failure to perform assigned work as directed.
- H. Being wasteful of materials, property, or working time.
- I. Use of police department property or equipment for personal economic profit for gain is prohibited.
- J. Conduct on the job which violates the common decency or morality of the community.
- K. Commission of a felony or serious violation of law.
- L. Making derogatory or false accusations so as to discredit other employees or *Supervisors*.
- M. Theft, destruction, defacement, or misuse of police department property or of another employee's property.
- N. Dishonesty, including intentionally giving false information, intentionally falsifying records, or making false statements on Application for

Employment, a medical report, a production record, a time record, an expense account, an absentee report, or other Village document.

- O. Divulging or misusing confidential information.
- P. Accepting fees, gifts, or any item of value for the performance of the employee's official duties for the police department, other than those items specifically approved by the Mountain Bay Metropolitan Police Oversight Board. For the purposes of this policy, "*value*" shall be taken to mean any single item with a cost of \$50.00 or more or any combination of items given over a six-month period from a single entity costing over \$50.00. An employee who receives any gifts or any item of value shall notify their *Department Head*.
- Q. Gambling on Village property.
- R. Abuse of sick leave privileges by reporting sick when not sick or obtaining sick leave pay falsely or under false pretenses.
- S. The use of profanity or abusive language towards a fellow employee or member of the general public while performing official duties as a police department employee.
- T. The unauthorized possession of firearms or other weapons on village property.
- U. Fighting or assault on a co-worker or citizen.
- V. Loafing, sleeping, or engaging in personal business while on the job, except during times set aside for rest breaks and meals.
- W. Failure to wear assigned safety equipment or failure to abide by safety rules, safety procedures, and policies.
- X. Engaging in any form of sexual or other harassment.
- Y. The seeking out of one or more elected officials in order to persuade or influence operations while on duty. The Chain of Command needs to be followed per section 3.3.
- Z. Inducing or attempting to induce an officer or employee of the police department to commit an unlawful act or to act in violation of any lawful regulation or order.
- AA. Conduct which brings discredit on the police department service.
- BB. Consistent refusal to work overtime.

- CC. Verbal or physical conduct by any employee which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment.
- DD. Failure to adhere to the Rules of Conduct for the employee's position and as stated in this Handbook.
- EE. Being insolent, talking back, or giving or verbally advising or threatening a *Supervisor*, manager, Board or committee member, co-worker, or member of the general public.
- FF. Knowingly making false or malicious statements with the intent to harm or destroy the reputation, authority, or official standing of individuals or organizations.
- GG. The use of chewing tobacco, cigarettes and vapes or other nicotine products will be prohibited while on duty time and in police department owned vehicles, with exceptions to designated areas while on break time or lunch breaks.

4.3 PROHIBITION AGAINST CARRYING WEAPONS, FIREARMS AND GUNS

In addition to the provisions of Wisconsin Statutes enumerating those places where the carrying of a weapon or a firearm is prohibited, including exceptions thereto, it shall be unlawful for any person other than a law enforcement officer or official designated by the Chief of Police to enter any Village owned building while carrying a weapon or firearm.

It shall be unlawful for any person other than a law enforcement officer to enter any building, facility, or location open to the public that is posted as a no firearms or concealed weapons location while possessing, carrying, or concealing a firearm or weapon, whether with or without a state permit.

Any person who is carrying a concealed weapon shall display his or her license document and photographic identification card to a law enforcement officer upon the request of the law enforcement officer while the law enforcement officer is acting in an official capacity and with lawful authority.

4.4 VEHICLES, EQUIPMENT, SUPPLIES, TOOLS, AND UNIFORMS

In using the police department vehicular equipment, employees must keep in mind the fact that they are representatives of Village government. Also, their conduct in adhering to the rules of safety and courtesy on the road is a reflection, for good or bad, on the police department. Thus, it is imperative that such employees abide by these rules and policies with the highest degree of professionalism. Any fines or forfeitures incurred by an employee while operating a police department vehicle, due to traffic or parking violations shall be the responsibility of the employee and

all fines, forfeitures, or monies shall be paid by the employee.

- A. Police department vehicles, supplies, tools, and uniforms shall not be used for unauthorized purposes.
- B. All vehicles, equipment and tools shall be checked by the employee before use. If a defect exists which is considered unsafe, the *Supervisor* or mechanic shall be notified immediately and the particular item not used until the repair can be completed.
- C. Employees shall be responsible for the proper care and use of police department equipment, supplies, tools, and uniforms and shall maintain them in a safe, clean and good working order. Proper care includes, but is not limited to, vehicles shall be kept in general good condition, vehicles shall be kept free of debris and washed regularly to prevent decay; hand tools and equipment shall be cleaned, refueled/recharged (if appropriate) after use and returned to the proper storage location(s) after use each day; uniforms (if provided) shall be kept in a presentable manner acceptable to the police department conduct standards; and unused supplies shall be organized, resealed, and returned to the correct storage location after each use.
- D. Employees shall promptly report to their *Supervisor* and *Department Head* all accidents, breakdowns, or the malfunction of any equipment.
- E. All repair items shall be recorded by the employee on the proper form, or as requested by the mechanic in the mechanic's shop.
- F. Any accidents or dents to vehicles, lost or broken equipment and/or tools shall be reported to a *Supervisor* on the same day the incident occurs, and an incident report completed and turned in.
- G. Police department owned vehicles may be taken home overnight for single use the next day, when use is required prior to the beginning of shift and only when approved by the *Department Head*; or on an assigned regular basis, only when authorized by the *Department Head*.
- H. Police department vehicles may not be used for personal use.

APPENDIX - POLICIES

EMPLOYMENT POLICIES

A-1 WORKER'S COMPENSATION

Sick leave or any compensated leave shall not be used for absence due to a work-related injury for which compensation is provided under the Worker's Compensation Act.

In cases where Worker's Compensation is paid after an employee's accrued sick leave or other forms of compensated leave are used, that sick leave will be credited to the employee.

If an employee's illness or period of recovery exceeds the amount of accrued sick leave, the employee may use accrued vacation leave, compensatory leave, or be placed on leave without pay.

A-1(1) RESTRICTED DUTY ASSIGNMENTS

Upon an employee's return from sick leave, the police department may assign the employee to light duty assignments as deemed appropriate by the Police Chief. If the Police Chief deems that no "light work" is available for that employee, the employee will be relieved of work duty until appropriate work is available or he/she is able to assume his/her standard job duties.

A-2 FAMILY AND MEDICAL LEAVE ACT POLICY

Because police department employees do not qualify for the FMLA (Family Medical Leave Act) the Police department will follow the Wisconsin FMLA laws and allow up to two (2) weeks of leave for an employee's serious health condition in a calendar year, up to two (2) weeks for the serious health condition of a parent, child, or spouse, and up to six (6) weeks for the birth or adoption of a child. The *Department Head*, with the approval of the Administrator, can grant up to a maximum of twelve (12) weeks off for the above-mentioned cases, only if the employee has the vacation and sick leave banks available for the time off. Additional time can be used with the permission of the *Department Head* and Administrator. The use of sick leave is permitted in these cases with a written doctor's excuse. If the Village's employment numbers ever increase to allow for employees to be eligible for FMLA benefits in the future, then the Village will follow the FMLA policy detailed below. While an employee is on sick leave or medical leave, they are not allowed to work for any other job where they receive compensation.

The Family and Medical Leave Act Policy is intended to conform to, and not exceed, the requirements of the federal Family and Medical Leave Act of 1993 (FMLA). This Policy is intended to comply with applicable laws and does not

necessarily incorporate all provisions of such laws directly into the Village's personnel policies. This policy does not repeat every provision of the FMLA or its statutory or regulatory requirements. In addition, should this policy conflict in any way with the applicable federal and state statutes then the statutes shall control. Posters summarizing the benefits required to be provided under federal and state law may be found with other employment-related postings. In addition, you may contact the Village Clerk if you have specific questions.

Family and medical leave taken may be covered by federal law, state law, or both. When leave taken by employees is governed by both federal and state law, the more generous provisions will control in the event of a conflict. However, when leaves are governed by federal or state law, but not both, the applicable law will control.

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

A-2(1) GENERAL PROVISIONS

A. ELIGIBILITY

To be eligible for the federal leave discussed below, you must work at a job site at which fifty (50) employees are located within a seventy-five (75) mile radius. You must have worked for the Village for twelve (12) months (does not need to be consecutive) and worked at least one thousand two hundred fifty (1,250) hours in the last twelve (12) month period.

B. REASONS FOR LEAVE

Employees who meet the applicable time of service requirements may be granted family or medical leave for a period of twelve (12) weeks during any 12-month period for the following reasons:

- (1) Birth of the employee's child and in order to care for the child;
- (2) The placement of a child with the employee for adoption or foster care;
- (3) To care for a spouse, child, or parent who has a serious health condition;
- (4) A serious health condition that renders the employee incapable of performing the functions of his or her job.

Note: *The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of the*

birth or placement.

C. CONCURRENT LEAVE

State, federal, and the Village, leaves provided for the same purposes generally run concurrently. In other words, if the leave qualifies as a Village leave, plus federal and/or state leave as well, the leaves run concurrently. For example, inability to work due to a work-related injury may also qualify as employee medical leave under state and federal law and, as such, would also be deducted from an employee's FMLA leave entitlement.

D. DEFINITIONS

(1) Twelve Month Period - For purposes of the federal law the "twelve (12) months" period is a rolling twelve (12) month period measured backwards from the date you use any family/medical leave.

(2) Serious Health Condition – A "serious health condition" is considered to be a disabling physical or mental illness, injury, impairment, or condition involving any of the following:

(a) In patient care in a hospital, nursing home, hospice, or residential medical facility.

(b) Outpatient care that requires continuing treatment or supervision by a health care provider.

(3) Week- Generally, "week" for purposes of partial absence leave means five (5) workdays of leave.

(4) Leave Deductions- For each workday or work week that an employee works fewer than the regularly scheduled hours for that employee by using partial or intermittent absence leave, the specific amount taken will be deducted for purposes of computing leave taken and leave remaining.

(5) Son or Daughter- The term "son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in place of a parent, who is (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.

(6) Spouse – The term "spouse" means a husband or wife.

E. CHILD REARING LEAVE

(1) Length of Child Rearing Leave: In a twelve (12) month period, no employee may take more than twelve (12) weeks of federal child rearing leave. In addition, no more than twelve (12) weeks leave can be taken for the birth of any one child. If both the mother and father of a child are employed by the Village, and they both desire child rearing leave, they are entitled to a combined total leave of twelve (12) weeks.

(2) Substitution: Except as prohibited by applicable state laws, the Village may require that accrued paid vacation or certain other leave be substituted for part or all of the childbearing leave.

(3) Scheduling Child Rearing Leave: An employee must submit a written request for child rearing leave no less than thirty (30) calendar days before the leave is to commence and must schedule the leave after reasonably considering the Village needs. If the date of the birth, adoption, or foster care placement requires leave to begin sooner, the employee must provide notice as soon as practicable.

F. FAMILY ILLNESS LEAVE

(1) Length of Family Illness Leave: In a twelve (12) month period, no employee may take more than twelve (12) weeks of federal family illness leave for the employee's spouse, child, or parent.

(2) Substitution: Except as prohibited by applicable state or federal laws, the Village may require that any vacation be substituted for part or all of the leave.

G. EMPLOYEE MEDICAL LEAVE

(1) Purpose: Unpaid medical leave may be used by an employee who has a serious health condition which makes the employee unable to perform his or her job duties.

(2) Length of Medical Leave: No employee may take more than twelve (12) weeks of federal medical leave in a twelve (12) month period.

(3) Substitution: Except as prohibited by applicable state or federal laws, the Village may require that any accrued leave, such as vacation, be substituted for part or all of the leave.

H. SCHEDULING FAMILY ILLNESS AND EMPLOYEE ILLNESS LEAVE

As medically necessary, you may take leave for a family illness or employee illness. However, you must consider the needs of the Village when scheduling this leave. When medically necessary, you may take employee medical leave as an intermittent or as a partial absence from employment

in 1-hour increments. You must schedule intermittent or partial absence, so it does not unduly disrupt the Village's operations. To comply with this requirement, you must provide the *Department Head*, in writing, with the employee's proposed schedule of partial absences with reasonable promptness after you learn of the probable necessity of such leave.

I. REQUIRED ADVANCE NOTICE

You must provide the *Department Head* with notice in a reasonable and practical manner before leave is taken, if the need for leave is foreseeable, e.g. expected birth, placement or adoption or foster care, or planned medical treatment for the employee's own serious health condition or that of a family member. Where advance notice is not practicable due to uncertainty as to when leave will be required to begin, a change in circumstances, or medical emergency, notice must be given as soon as practicable (within two (2) days). You must provide a written request to leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave by submitting a completed Application for Family and Medical Leave form to the Village.

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

J. MEDICAL CERTIFICATION

If you request a family illness leave or employee medical leave, you may be required to have a Medical Certification Form completed. If so, this form must be completed by you and the health care provider treating the family member or you and returned within fifteen (15) days. If the requirements for a certification are not complied with or the certification is not returned in a timely manner, the Village may delay or deny family illness or employee medical leave and the absence will be considered unexcused. The Village may also request a second health care provider opinion at the Village's expense.

K. INSURANCE AND BENEFITS

While you are on child rearing, family illness, or employee medical leave, the Village will maintain your group health insurance coverage under the conditions that applied before the leave began. If, prior to the leave, you were required to participate in the premium payments, you will be required to continue to pay your share of the premiums while on leave. Your failure to make the required payments may result in termination of your insurance coverage.

The Village has the right to collect from you the health insurance premiums the Village paid during a period of unpaid leave if you do not return to work after the leave entitlement has been exhausted or expired. You must return to work for at least thirty (30) calendar days in order to be considered to have “returned” to work. However, your liability to repay health insurance premiums does not apply if your failure to return to work is due to a serious health condition or specific circumstances beyond your control.

L. RETURN FROM LEAVE

To the extent required by law, upon returning from Family and Medical Leave, you will be returned to the same position you held when the leave commenced or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. However, you will not be entitled to any right, benefit, or position of employment other than those to which you would have been entitled had you not taken the leave. The Village reserves all rights concerning restoration of employment or denial of same.

Consistent with FMLA, the Village may choose exempt restoration requirements for “key employees: whose absence would cause “substantial and grievous economic injury” to its operations. In this situation, employees will be notified in writing of their status as a “key employee” (as defined by FMLA), the reasons for denying job restoration, and provide the employee a reasonable opportunity to return to work after notifying the employee.

M. OUTSIDE EMPLOYMENT

While on FMLA leave you are prohibited from working for another employer or your own business.

A-3 SEXUAL HARASSMENT

A-3(1) POLICY STATEMENT

- A. Sexual harassment is a violation of Section 7.03 of Title VII of the Civil Rights Act and as such will not be tolerated in the Mountain Bay Metropolitan Police Department.
- B. It is the policy of the police department to maintain and ensure a working environment free of any form of employee harassment, including sexual harassment or intimidation.
- C. Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct which creates an offensive working environment or interferes with an employee’s ability to perform his/her job, will not be tolerated under any circumstances.

- D. The most productive and satisfying work environment is one in which work is accomplished in a spirit of mutual trust and respect. Harassment is a form of discrimination which is offensive, impairs morale, undermines the integrity of employment relationships, and causes serious harm to the productivity, efficiency, and stability of our organization.
- E. All employees have a right to work in an environment free from discrimination and harassing conduct, including sexual harassment. Harassment on the basis of an employee's race, color, creed, ancestry, religion, national origin, age, disability, sex, arrest or conviction record, marital status, sexual orientation, membership in the military reserve, or use or nonuse of lawful products away from work is expressly prohibited under the policy. Harassment on any of these bases is also illegal under Wisconsin §§111.31-111.39.
- F. This policy will be issued to all current employees and during orientation of new employees.

A-3(2) DEFINITIONS

- A. In general, harassment means persistent and unwelcome conduct or actions on any of the bases underlined above.
- B. Sexual harassment is one type of harassment and includes unwelcome sexual advances, unwelcome physical contact of a sexual nature, or unwelcome verbal or physical conduct of a sexual nature.
- C. Unwelcome verbal or physical conduct of a sexual nature includes, but is not limited to:
 - (1) The repeated making of unsolicited, inappropriate gestures or comments.
 - (2) The display of offensive sexually graphic materials not necessary for the workplace.
- D. Harassment on any basis (race, sex, age, disability, religion, etc.) exists whenever:
 - (1) Submission to harassing conduct is made, either explicitly or implicitly, a term or condition of an individual's employment.
 - (2) Submission to or reflection of such conduct is used as the basis for an employment decision affecting an individual.
 - (3) The conduct interferes with an employee's work or creates an

intimidating, hostile, or offensive work environment.

A-3(3) RECOGNIZING HARASSMENT

Harassment may be subtle, manipulative, and there is not always evidence. It does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome and is personally offensive.

All forms of gender harassment are covered. Men can be sexually harassed; men can harass men; women can harass other women. Offenders can be managers, supervisors, co-workers, and non-employees, such as clients or vendors. Some Examples:

Verbal: Jokes, insults, and innuendoes, based on race, sex, age, disability, etc, degrading sexual remarks, referring to someone as a stud, hunk, or babe, whistling, cat calls, comments on a person's body or sex life, or pressures for sexual favors.

Non-Verbal: Gestures, staring, touching, hugging, patting, blocking a person's movement, standing too close, brushing against a person's body, or display of sexually suggestive or degrading pictures, racist, or other derogatory cartoons or drawings.

A-3(4) GRIEVANCE PROCEDURE

Any employee who believes he or she is being harassed, or any employee who becomes aware of harassment, should promptly notify his or her *Supervisor* or *Department Head*. If the employee believes that the *Supervisor* or *Department Head* is the harasser, the Police department Administrator should be notified. If the Village Administrator is the harasser the Village President and Village Personnel Committee Chair should be notified.

If an employee is uncomfortable discussing harassment with his or her *Supervisor*, the employee should contact the Village Administrator. If the Village Administrator is the harasser, then the employee can contact the Village President and Village Personnel Committee Chair. Information on an employee's right to file a State or Federal Harassment Complaint is also available from the Equal Rights Division of the State of Wisconsin Department of Workforce Development.

Upon notification of a harassment complaint, a confidential and impartial investigation will be promptly commenced and will include direct interviews with involved parties and where necessary with employees who may be witnesses or have knowledge of matters related to the complaint. The parties of the complaint will be notified of the findings and their options.

A-3(5) NON-RETALIATION

This policy also expressly prohibits retaliation of any kind against any employee bringing a complaint or assisting in the investigation of a complaint. Such employees may not be adversely affected in any manner related to their employment. Such retaliation is also illegal under Wisconsin §111.322(2m).

A-3(6) DISCIPLINARY ACTIONS

The Mountain Bay Metropolitan Police Department views harassment and retaliation to be among the most serious breaches of workplace behavior. Consequently, appropriate disciplinary or corrective action, ranging from a warning to termination under Chapter 1 of this manual, can be expected.

A-4 USE OF POLICE DEPARTMENT PHONES

Employees shall observe the rules of telephone courtesy in receiving or placing calls when working with co-workers or in the presence of the public.

Employees are permitted to use police department 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 *Department Head* if abused through excessive use or if telephoning causes interference with work duties.

Toll and extra unit calls for personal reasons may be made at the employee's expense.

A-5 PERSONAL MAIL

Employees shall not use the Mountain Bay Metropolitan Police Department postage machines or stationery for personal use. Employees shall limit the use of Mountain Bay Metropolitan Police Department addresses for receipt of personal mail and other deliveries.

A-6 PUBLIC RELATIONS

It is vital that employees of the police department always treat citizens in a courteous and respectful manner. Employees should always remember that the citizen comes first, and they are entitled to the same thoughtful treatment that the employees would like to receive. Citizens should not be treated in a condescending or impolite manner and should never be kept waiting an unreasonable amount of time.

Employees should never take a complaint by a person as a personal attack. Refer to A-3(5) **NON-RETALIATION**.

Employees should give a brief rational explanation of police department procedures and practices when handling a citizen complaint. Arguing with an angry person is not acceptable and will only make the situation worse. An acceleration of the incident shall then be forwarded to the *Department Head* or

other available Supervisory person and the conversation terminated in a polite manner.

It is vital that police department personnel assure a complaining citizen of the Mountain Bay Metropolitan Police Department's desire and intent to provide quality municipal service. In most cases, the person complaining is really trying to help the Mountain Bay Metropolitan Police Department serve him/her better. The employee should always thank a citizen for taking the time and effort to communicate his/her problem to the Village.

A-7 MEDIA RELATIONS

The police department tries to cooperate with the media, (radio, television, and newspapers), whenever possible. *Department Heads* or their designees are instructed to be the spokesperson for their respective departments, giving the media information and aid that the *Department Head* feels is appropriate. Employees shall refrain from discussing in a public forum or for publication, matters pertaining to Mountain Bay Metropolitan Police Department procedures or policies without prior approval of the *Department Head*.

A-8 POLITICAL ACTIVITY

The police department does not prohibit employees from exercising their political rights to engage in political activities, including the right to petition, make speeches, campaign door-to-door, and run for public office, providing the employees do not use their positions within the police department to coerce or influence others and do not engage in these activities while on duty at work. An example of prohibited activities would be campaign buttons and signing or circulating nomination papers for any type of office while at the workplace.

A-9 CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest including the appearance of such. This policy establishes the minimum guidelines within which the Village operates. The purpose of these guidelines is to provide the employee with a general overview so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. The employee is expected to contact the Chief of Police to report conflicts of interest upon discovery. If the Chief of Police is suspected of conflicts of interest, then the Mountain Bay Metropolitan Oversight Board President should be notified.

Examples of conflicts are listed below (but are not limited only to these items):

- (1) Transactions with outside firms must be conducted within a framework established and controlled by the Mountain Bay Metropolitan Police Department.

- (2) Business dealings with outside firms shall not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls (including non-monetary gain) designed to ultimately benefit the outside firm, the employee, or both.
- (3) Any transaction that could be interpreted to involve unusual gain requires specific Mountain Bay Metropolitan Police Department approval.

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts or leases, it is imperative that they disclose this to the Chief of Police as soon as possible so that safeguards can be established to protect all parties. If the Chief of Police is suspected of these actions, then the Mountain Bay Metropolitan Police Department Oversight Board should be notified.

Personal gain may result not only in cases where an employee or relative has a significant ownership in, or affiliation with, a third-party with which the Mountain Bay Metropolitan Police Department does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Mountain Bay Metropolitan Police Department.

Each situation will be reviewed on its merits, and you will be notified of the decision made or actions taken.

A-10 OUTSIDE EMPLOYMENT

The police department will generally permit employees to engage in outside employment or work so long as, in the opinion of the Chief of Police and the *Department Head*, the outside work or employment would not affect the quality or quantity of the employee’s work for the police department; prevent the employee from devoting his/her primary interest to the accomplishment of his/her work for the Mountain Bay Metropolitan Police Department; or create a conflict or the appearance of a conflict, between the private interest of the employee and the employee’s official responsibility to the Mountain Bay Metropolitan Police Department. Employees are prohibited from entering into any arrangement which involves the performance of services while on Mountain Bay Metropolitan Police Department time or while using Mountain Bay Metropolitan Police Department equipment and/or facilities. No employee shall receive compensation other than from the Mountain Bay Metropolitan Police Department for the performance of services while on Mountain Bay Metropolitan Police Department time, excluding vacation or comp time.

A-11 DRUG FREE WORKPLACE POLICY.

A-11(1) STATEMENT OF POLICY

- A. The Mountain Bay Metropolitan Police Department recognizes that the use/and or abuse of alcohol or controlled substances by employees of the Mountain Bay Metropolitan Police Department presents a serious threat to the safety and health of the employee, the employee's family, and the general public. It is the policy of the Mountain Bay Metropolitan Police Department that its employees be free of drugs and alcohol in the workplace, on police department time, or while representing the police department.

To further this purpose and to come into compliance with the Omnibus Transportation Employee Testing Act of 1991, the Mountain Bay Metropolitan Police Department has joined the Drug Free Workplace (DFWP) Network. A Drug and Alcohol Testing Program has been implemented:

- (1) To help reduce and avoid accidents and injuries to our employees and the public.
 - (2) To discourage substance abuse.
 - (3) To reduce absenteeism, health care costs, and other drug and alcohol-related problems.
- B. The Department of Transportation (DOT) requires alcohol and controlled substance testing of drivers who are required to have a commercial driver's license (CDL). These regulations include detailed procedures for using drug testing and breath alcohol testing of employees in safety-sensitive positions (employees with CDL licenses).
- C. The purpose of this policy is to establish an Alcohol and Controlled Substances Testing Program to help prevent accidents and injuries resulting from the misuse of these substances by employees of the Mountain Bay Metropolitan Police Department. Therefore, the Mountain Bay Metropolitan Police Department has established the following alcohol misuse prevention program and anti-drug program, as well as the subsequent enforcement of violations for its employees conducting safety-sensitive job functions and for all other employees as well.
- D. For the purposes of this policy, the Mountain Bay Metropolitan Police Department and the DOT strictly prohibit the use, or residual effects, or presence in one's system of alcohol and/or controlled substances in the workplace by its employees, including those who are regularly or occasionally operating a commercial motor vehicle, including mechanics and *Supervisors* who are required to have a CDL license.

A-11(2) PROHIBITED CONDUCT

- A. The Mountain Bay Metropolitan Police Department prohibits the use of alcoholic beverages or illegal substances on Village property, except with appropriate permits or licenses. The Mountain Bay Metropolitan Police Department's Employee Handbook prohibits reporting for work while under the influence of alcoholic beverages or illegal controlled substances. In addition, employees will not consume or smoke marijuana or products that include CBD oil. All employees will maintain a 0 nana gram blood value for Delta 9 tetrahydrocannabinol while on duty. For purposes of this policy, "under the influence" is defined as prohibited substances in one's system as determined positive by a certified laboratory and/or the WDOT's alcohol level.
- B. Federal Regulations prohibit CDL employees from engaging in the following conduct:
- (1) Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04% or greater.
 - (2) Being on duty or operating a commercial motor vehicle while possessing alcohol or using alcohol while performing safety-sensitive functions.

Note: Federal Regulations include non-prescription and prescription medications containing alcohol in the substances banned from use or possession in the workplace. Employees should not report for duty while using or possessing prescription medication, if such medication contains any measurable amount of alcohol.
 - (3) Performing safety-sensitive functions within four hours after using alcohol.
 - (4) Using alcohol within eight hours following an accident, if the employee was required to be tested, unless an earlier test results in a reading of less than 0.02%.
 - (5) Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when using any controlled substance, unless the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
 - (6) Reporting for duty, remaining on duty, or performing a safety-sensitive function if the employee tests positive for controlled substances or,
 - (7) Refusing to submit to any alcohol or drug testing required by this

policy.

C. "Safety-Sensitive Function" means any of the following on-duty functions:

- (1) All time waiting to be dispatched.
- (2) All time inspecting, servicing, or conditioning any commercial motor vehicle.
- (3) All driving time, i.e., all time spent at the driving controls of a commercial motor vehicle in operation.
- (4) All time, other than driving time, in or upon any commercial motor vehicle.
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

D. In addition, the Mountain Bay Metropolitan Police Department policies prohibit employees from engaging in the following conduct, except as required in the performance of their duties:

- (1) Using, possessing, dispensing, distributing, selling, receiving, or being under the influence of alcohol, CBD or marijuana, and/or illegal controlled substances while on duty.
- (2) Reporting for work or remaining at work while being under the influence of alcohol and/or illegal controlled substances.
- (3) Deliberately misusing this policy in regard to subordinates.
- (4) Providing false information in connection with a test, or falsifying test results through tampering, contamination, adulteration, or substitution.

A-11(3) **EMPLOYEE REHABILITATION**

The goals of this policy are prevention and rehabilitation whenever possible, rather than discipline or termination.

The Village treats drug and alcohol addiction the same as other illnesses and provides for a leave of absence if required by the Family and Medical Leave Act

for treatment of drug-related or alcohol-related illnesses.

The Mountain Bay Metropolitan Police Department recognizes drug and alcohol abuse as a potential health and safety problem. Employees are encouraged to seek help in dealing with these problems. Conscientious efforts to seek help will not jeopardize any employee's job. Employees seeking help may work through their *Department Head* or the Police department Administrator.

A-11(4) SCOPE

- A. For the purpose of this policy, individuals subject to this policy shall be all employees of the Mountain Bay Metropolitan Police Department who are covered under the Mountain Bay Metropolitan Police Department's Workers Compensation Insurance.
- B. Prohibited substances are any unlawful controlled substances. A five panel screen will be used by the Police department to test for the most common drugs: marijuana, cocaine, opiates (heroin, codeine, morphine, etc.), amphetamines, and phencyclidine (PCP).
- C. Alcohol and prohibited controlled substances will be tested for post-incident and for reasonable cause circumstances as determined by the *Department Head* and as defined herein. Employees may submit to a breathalyzer test or be judged solely on the basis of the subjective observations of their *Department Head* and at least one other witness.

A-12 TESTING CIRCUMSTANCES

TESTING REQUIRED	CDL EMPLOYEES	NON CDL EMPLOYEES
Pre-Employment	Yes	Yes
Reasonable Suspicion	Yes	Yes
Post Accident/Injury	Yes	No
Random Testing	Yes	No
Return To Work	No	No

Refusal to take a required test will result in removal of that employee from the employee's assignment(s) which, in turn, may result in discipline up to and including discharge. Testing must be conducted in the following situations.

A. PRE-EMPLOYMENT

Any individual not currently employed by the Mountain Bay Metropolitan Police Department will be required to undergo drug and alcohol testing after a conditional offer of full-time employment has been made. A positive test or refusal to undergo

the testing will result in disqualifications from further consideration for employment.

B. REASONABLE SUSPICION AND/OR CAUSE

Required when a *supervisor* or other trained Mountain Bay Metropolitan Police Department representative has reasonable cause to believe that the actions, appearance, or conduct of an employee may be indicative of the use of a prohibitive controlled substance and/or alcohol. These observations are only valid if made just before, just after, or during working hours. The following applies to reasonable suspicion testing:

1. Whenever reasonably possible, the *Supervisor* should seek a corroborating opinion from another trained *Supervisor* or manager prior to immediately removing the employee from the job and sending the employee for drug and alcohol testing.
2. As soon as practicable, the employee will be escorted to the collection site for drug and/or alcohol testing. The *Supervisor* will wait at the clinic with the employee until the breath test has been completed or the urine test has been taken. After the Reasonable Suspicion Determination is made, the alcohol test must be completed within 8 hours and the drug test must be conducted within 24 hours or the *Supervisor* must complete a report explaining why.
3. Once the alcohol testing has been completed and a positive test result has been achieved, (0.02% or above), the employee will not be permitted to drive his/her own vehicle home. The employee must make alternative transportation arrangements in order to leave the collection site or employment site. The *Supervisor* may, but is neither required nor encouraged to, drive the employee home under this policy.
4. If a blood alcohol or urine test has been administered, the employee will be placed on administrative leave without pay pending receipt of the test results. The employee may use accumulated vacation or sick days in place of administrative leave. In the event of a negative test, the employee will be credited with the amount of vacation, or sick days used.
5. Once the test has been completed and the employee has been sent home, the *Supervisor*, manager, or *Department Head* must submit a written report to the Village Administrator outlining, in detail, the event and the behavior observed that led to the *Supervisor* to believe the employee was under the influence of alcohol and/or drugs. This report must be done within 24 hours of the testing. This report will assist the *Department Head* and Village Administrator in assessing the discipline to be considered. See Section 1.5.

6. The test results will be sent directly to the Village Administrator. The Village Administrator will then meet with the employee's *Department Head* to determine the appropriate course of action to be taken in accordance with the discipline outlined in Section 1.5 of this Handbook. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a *supervisor* must not discuss the suspected reason for a referral or discipline action with anyone who does not need to know.

Note: In the event of the employee undergoing the testing is the Police department Administrator, all reports and test results will be submitted to the Police department President.

C. **POST-INCIDENT INJURY**

Employees subject to post-incident injury alcohol and/or drug testing, shall remain readily available for such testing, or may be deemed by the Mountain Bay Metropolitan Police Department as having refused to submit to testing. The alcohol breath test must be administered as soon as possible, but no later than 8 hours following the accident. The drug test must be administered within 32 hours of the accident. If these criteria are not met, the *Supervisor* or *Department Head* will complete a report explaining why and submit it to the Police department Administrator.

As soon as practicable following an incident involving a Village vehicle and/or property, the *Supervisor* or *Department Head* at his/her discretion may have the employee tested for alcohol and prohibited controlled substances in the following situations:

1. The incident is defined as the loss of human life, damage to Village vehicle(s), property, equipment and/or personal injury.
2. The employee received a citation for a moving traffic violation.
3. Bodily injury is incurred requiring a person to immediately receive medical attention away from the scene of the incident.
4. One or more motor vehicles incur disabling damage as a result of the accident and have to be towed away from the scene.

As soon as practicable following any incident involving lost time from work or requiring medical treatment away from the scene of the incident, the Mountain Bay Metropolitan Police Department may test the employee for alcohol and/or prohibited controlled substances.

D. **RANDOM TESTING**

~~Required by WDOT of any employee holding a CDL license. There is no requirement for random testing of non-CDL employees. Random alcohol and drug testing will be conducted just before, during, or just after an employee's performance of safety sensitive duties. The employee will be randomly selected for testing from the pool of employees subject to testing. The testing dates and times are unannounced and will occur with unpredictable frequency throughout the year.~~

~~Fifty (50%) of the average number of safety sensitive positions shall be tested on an annual basis. The Village reserves the right to increase or decrease the minimum annual percentage for random testing based on the federal Regulations implementing drug and alcohol testing in the transportation industry.~~

~~The random selection of employees shall be arranged by the Drug Free Workplace Network. Under this selection process, each employee will have an equal chance of being tested each time selections are made. As a result, some employees may be tested more than once each year, while other employees may not be tested at all.~~

E. RETURN TO WORK/FOLLOW-UP TESTING

Employees who have tested positive and have been placed on administrative leave will undergo return to work alcohol and/or controlled substance testing. The result must be an alcohol concentration of less than 0.02% and a verified negative result for controlled substance use. The employee will also have to be evaluated by the Mountain Bay Metropolitan Police Department's Drug Free Workplace Network to determine the employee's fitness for duty.

Following a determination by a substance abuse professional that an employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the employee will be given at least six unannounced random tests during the twelve-month period after returning to duty. There will also be the possibility of follow-up testing for up to 60 months after the employee returns to duty.

A-12(1) TESTING PROCEDURES

A. ALCOHOL TESTING

Employees will be required to submit to breath testing using an approved evidential breath testing (EBT) device. A state-certified breath alcohol technical (BAT) will administer an initial screening test. If the employee tests positive for alcohol, then the BAT will conduct a confirmation test. The Village will take action based only upon the positive results of the

confirmation test, 0.02% or greater. All procedures and steps used in conducting both the initial and confirmation tests will be performed in conformance with the Federal Law and Federal Regulations.

B. TESTING FOR CONTROLLED SUBSTANCES

The Mountain Bay Metropolitan Police Department has established its Anti-Drug Program through its Drug Free Workplace policy which strictly prohibits the unlawful manufacture, distribution, dispensing, possession, unauthorized use, or being under the influence of a controlled substance in the workplace. Any abnormal conduct that may create a reasonable suspicion that an employee is under the influence of a controlled substance is addressed in the Reasonable Suspicion and/or Cause section described previously in this policy.

1. For purposes of this policy and the Federal Regulations, the Mountain Bay Metropolitan Police Department will utilize a five-panel drug screen consisting of the following drugs:

- Tetrahydrocannabinol (Marijuana Drug)
- Cocaine
- Amphetamines
- Opiates (Including Heroin)
- Phencyclidine

In instances where there is reason to believe an employee is abusing a substance other than the five drugs listed above, the police department reserves the right to test for additional drugs under the Police department's own authority using standard laboratory testing protocols.

2. RESULTS OF A POSITIVE TEST

Any employee who tests positive for controlled substances is subject to discipline, up to and including discharge (Section 1.5). As with an alcohol misuse violation, the Mountain Bay Metropolitan Police Department is required to act upon a positive drug test result in the following manner:

- a) Remove the employee from the workplace. This removal will only take place after the employee has been allowed to meet or speak with a Medical Review Officer, when necessary, in order to determine that the positive drug test did not result from an authorized use of a controlled substance.
- b) Refer to the employee for assessment of a drug problem and

a determination of whether participation in a treatment program is necessary.

- c) Obtain verification from a substance abuse professional or a Medical Review Officer that the employee has complied with any required rehabilitation or treatment program and is fit to return to work.
- d) Employee must have a negative result on a return-to-work drug test. Follow-up, periodic, unannounced testing to monitor the employee's continued abstinence from drug use will be required if the employee is determined as needing rehabilitation as specified by a substance abuse professional. The employee will subsequently be given at least six periodic unannounced tests during the next year with the possibility of follow-up testing for up to 60 months.

A-12(2) PRESCRIPTION DRUGS

Before performing work-related duties, employees must notify their *Supervisor* and *Department Head* if they are taking any legally prescribed medication, therapeutic drug, or any non-prescription drug.

It is the responsibility of the employee to inform his/her physician of the type of work the employee performs in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of Village equipment.

As required by Federal Regulations, any employee who uses or possesses medication containing alcohol while on duty or who tests positive for alcohol while on duty will be removed from his/her position and will be subject to the provisions of this Alcohol and Controlled Substance Policy, even though the reason for the positive alcohol test is the fact that the employee's prescription medication contains alcohol.

A legally prescribed drug is one where the employee has a prescription or other written approval from a physician for the use of the drug in the course of medical treatment. The prescription must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuses or abuse of legal drugs while performing Village business is prohibited by Village Policy.

A-12(3) CONFIDENTIALITY OF RECORDS

The Village respects the confidentiality and privacy rights of all of its employees. The results of any test administered under this policy and the identity of any employee participating in the Drug Free Workplace Network or other assessment

or treatment program will not be revealed to anyone except as required by law and within the organization only to immediate need-to-know positions. The Village will release an employee's records as directed by the express written consent of the employee authorizing release to an identified person. In addition, the Village will ensure that any lab or agency used to conduct testing under this policy will maintain the confidentiality of employee test records. The exception is that:

- The Medical Review Officer will disclose information related to a positive drug or alcohol test of an employee to the Village.
- The Village may disclose this information to the employee or to the decision-maker in a lawsuit, grievance, or other proceeding by or on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test.
- The Village may disclose the information as required by law, including Court Orders and Subpoenas.
- The Village may disclose the information upon the written consent and authorization of the tested employees.

All records related to drug and alcohol tests of individual employees will be maintained in individual files separate from the employee's personnel file. These records will be stored in a file in a locked cabinet in the Mountain Bay Metropolitan Police Department's vault. Access will only be allowed to those Village employees who have a legitimate need to review the records of a particular employee. All other personnel records will be kept in a locked file location in the Village President's office.

A-12(4) DRUG FREE WORKPLACE ACT OF 1988 COMPLIANCE

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

A-12(5) REPORT OF DRUG CONVICTION

As required by the Drug Free Workplace Act, Public Law 100-690, Title V, Subtitle D, all Police department employees are hereby notified that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, alcohol, or drug paraphernalia is strictly prohibited in the workplace.

Furthermore, this law makes it a condition of employment that all Police department employees abide by the Drug and Alcohol-Free Workplace Policy and notify the Village, your immediate *Supervisor, Department Head*, or the Clerk/Treasurer, of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. Within 10 days of receiving such notice of conviction, the Village will notify the appropriate federal contracting or granting agency as required. This is required by Federal Law. Within 30 days of notice of a workplace drug conviction, the Police department will, at its discretion, take the following action:

1. Require the employee to satisfactorily participate in a Rehabilitation Program that is approved by the Police department or;
2. Take appropriate personnel action as identified below:

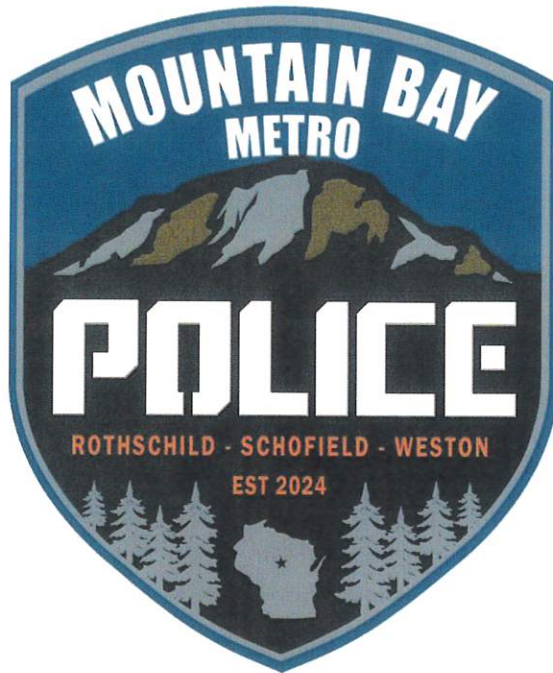
If an employee's failure to abide by the terms of the above paragraph will result in disciplinary action up to and including termination of employment. The actual action taken will be based upon the seriousness of the offense, the employee's past employment record, and the employee's willingness to participate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

A-12(6) LEAVE OF ABSENCE PRIOR TO TESTING

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment pursuant to a Rehabilitation Program approved by the Village for drug and alcohol addiction. Leave of absence must be requested prior to the commission of any act subject to disciplinary action.

A-12(7) RESPONSIBILITY OF THE POLICE DEPARTMENT

Because drug and alcohol use can seriously jeopardize the health and safety of employees and the public, it is the responsibility of the Village to attempt to maintain a drug-free and alcohol-free workplace at all times. As part of this effort, the Village will continue to administer pre-employment drug and alcohol testing where appropriate, will conduct post-accident, reasonable suspicion, random, and return-to-work drug and alcohol tests as required by Federal Law, and will provide training and education to inform employees of the dangers of drug and alcohol abuse in the workplace. It is the responsibility of all Village employees to abide by the terms of this policy as a condition of employment.



Mountain Bay Metropolitan Police Department Marathon County, Wisconsin Employee Handbook

Adopted by the Police Department Board May 21, 2024

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

The Employee Handbook provides important information about being employed by the Mountain Bay Metropolitan Police Department and I understand that I should consult with my Supervisor regarding any questions not answered in the Employee Handbook.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the Employee Handbook may occur. All such changes will be communicated through official notices. I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this Employee Handbook is neither a contract of employment nor a legal document. I have received the Employee Handbook and I understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it.

Employee's Name (printed): _____

Employee's Signature: _____ Date: _____