



Agenda
Town Board Meeting
Town of Lisbon, Town Hall
Monday, November 11, 2019
6:30 p.m.

1. **Roll Call.**
2. **Pledge of Allegiance.**
3. **Comments from citizens present.** Citizens are invited to share their questions, comments, or concerns with the Town Board. When speaking, citizens should state their name and address for the record and limit their presentation to three minutes. Where possible, the Board will answer factual questions immediately. If a response would involve discussion of Board policy or decisions, which might be of interest to citizens, not present at the meeting, the Board may place the item on a future meeting agenda.
4. **Consent Agenda.** Items listed under the Consent Agenda are considered in one motion unless a Town Board member requests that an item be removed from the Consent Agenda.
 - i. October 28, 2019 Town Board minutes
 - ii. Kwik Trip Three-Lot Combination Certified Survey Map
5. **Approval of Bills.**
6. **Announcements/Correspondence.**
 - Meeting Schedule
7. **Department Reports - Presentation of activity statistics and recently attended meetings.**
 - Administrator
 - Building Inspector - Quarterly
 - Public Works Department
8. **Supervisor's Reports** - This is an opportunity for Supervisors to report on respective Committees, Commissions, and Boards of which they serve as a member. Matters require no action or approval.
9. **Unfinished Business.**

10. New Business.

A. Discussion and introduction of the updated Town of Lisbon Job Descriptions and Employee Handbook.

11. Discussion and necessary action to enter into Closed Session pursuant to Wisconsin Statute 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, more specifically to review the Administrator's performance. **Continuing Closed Session pursuant to Wisconsin Statute 19.85(1)(e),** deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, more specifically, to discuss terms of an agreement and negotiations with the Briohn Corporation involving the possible sale of a portion of Town lands (formerly the Lied's property). **Continuing Closed Session pursuant to Wisconsin Statute 19.85(1)(g),** conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, more specifically the Lisbon-Merton Cooperative Boundary Agreement and the existing Boundary Stipulation and Intergovernmental Cooperation Agreement between the Town of Lisbon and Village of Sussex.

12. Discussion and necessary action to reconvene into Open Session for possible action on Closed Session deliberations.

13. New Business (cont'd...)

- A. Discussion and necessary action on the Administrator's Employment Agreement.
- B. Discussion and necessary action to increase the Deputy Clerk-Finance position's wages.
- C. Discussion and necessary action to increase the Public Works Director position's wages.

14. Adjournment.

Joseph Osterman
 Town Chairman

Gina C. Gresch, MMC/WCPC
 Town Administrator

NOTE: Individual members of the Town Board will be available after the meeting to discuss town related issues with citizens who are present.

NOTE: Please notify the Town of Lisbon 72 hours in advance if you plan to attend and will need an interpreter or assistive hearing device.

NOTICE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information: no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Consent Agenda Items

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, November 7, 2019

RECOMMENDATION:

Approval of the Consent Agenda items.

EXPLANATION:

- i. **Town Board Meeting Minutes.**
October 28, 2019 Town Board minutes
- ii. **Kwik Trip Three-Lot Combination Certified Survey Map.**
 - Kwik Trip has complied with all Town of Lisbon and Waukesha County conditions. The CSM is ready for Town Board approval and then recording.

I recommend approval of all of the Consent Agenda items.

**Minutes of the Town Board Meeting
Town of Lisbon, Town Hall
October 28, 2019
6:30 p.m.**

Chairman Osterman called the Town Board meeting to order at 6:30 PM.

Roll Call: Present: Chairman Osterman, Supervisors Gamiño, Plotecher, Moonen and Beal. Also present: Dan Green, Town Clerk, Amy Buchman, Town Treasurer and Gina Gresch, Town Administrator, Planner Dan Lindstrom.

Comments from citizens present. None.

Consent Agenda. Items listed under the Consent Agenda are considered in one motion unless a Town Board member requests that an item be removed from the Consent Agenda.

- i. October 14 & 21, 2019 Town Board minutes.
- ii. Barnwood Conservancy Letter of Credit Reduction Request #5.
- iii. Accept resignation of Ryan Kitzinger from the Park Committee.
- iv. Adopt Resolution 12-19, A Resolution Amending the Town of Lisbon Land Use Map for the property known as "Brown Property", for the property located at N55W25299 Richmond Road, LSBT 0273.998.
- v. Ordinance 21-19, "Ordinance Repealing and Recreating Section 2.06(a) of the Town of Lisbon Code Regarding Polling Places".

Motion by Supervisor Gamiño to approve the Consent Agenda. Seconded by Supervisor Beal. Motion carried, 5-0.

Approval of Bills.

Gina Gresch read the top five expenditures.

Motion by Supervisor Beal to approve the October 28, 2019 check register as presented. Seconded by Supervisor Plotecher. Motion carried, 5-0.

Announcements/Correspondence - Listing of upcoming meeting dates & times.

Chairman Osterman reviewed the list of upcoming Town meetings.
2020 Appliance Flyer.

Department Reports - Presentation of activity statistics and recently attended meetings.

**Town Administrator –
Bed & Breakfasts**

Planner Dan Lindstrom explained that the parameters on short term rentals outlined by the State have recently changed. We have a resident who has submitted a request for a bed and breakfast on their property. In reviewing this application we found 8 properties that were running short term rentals out of their home. Before we sent them all letters requiring a conditional use permit as outlined by our zoning code we wanted to bring this to the Town Board for review. We found most of the 8 properties were just for overnight stays and not bed and breakfasts.

Mr. Lindstrom explained he did not anticipate this trend going away. He explained that we do have a bed and breakfast ordinance in our zoning but these need to be licensed by Waukesha County and receive all necessary licenses and permits. He explained the conditional use permit standards are outlined clearing in our code with 2 primary points: 1. Primary use of the property 2. Exceeding the number of days.

The State says you cannot be overly restrictive from 7 to 28 day period. Our code allows for 1 to 14 days, but there is a grey area from 15 to 28 days as the State outlines. Mr. Lindstrom asked the Town Board to think about how they would like to regulate these short term rentals moving forward given the limits the State gives municipalities on regulating these. Supervisor Gamiño asked if changing our code would affect revenues. Planner Lindstrom explained that a room tax could be imposed, but it would be a minimal amount and would have to be used for tourism efforts.

**Town Clerk –
Joint Public Hearings – Plan Commission**

To ensure that we have quorums for our Joint Plan Commission meetings, I would ask that Board Members try to keep the 2nd Thursday of each month open on their calendars (6:30 p.m. until 7:30 p.m.). With the number of applications that have been coming in requiring joint public hearings along with zoning amendments that we will be doing in the future, I would expect that almost every Plan Commission meeting moving forward will require some type of joint public hearing. I will make sure that as soon as an application is turned in that requires a public hearing that I notify the board members immediately. If Town Board members want to work out a rotation for attending these meetings I would be happy to assist as well.

Poll Workers Needed

We are still recruiting for poll workers for next year's big election year. I am anticipating next year to have some of the highest turnouts we have ever seen. Our new polling location, Redeemer United Church of Christ, will be inserting a Canva flyer in their Sunday bulletins. We also have advertisements on Facebook, our website and have asked Starbucks to post our flyer on their community bulletin board.

Town Treasurer –

Treasurer Amy Buchman reviewed the tax preparations. Baker Tilly will be at Town Hall on November 5th and 6th for the preliminary audit. She also reviewed different rates for CDs from Town Bank, First Federal and Waukesha State bank. Treasurer Buchman also reviewed the revenues collected through 2019 and what expenditures have been paid to date. She explained that the 102% of revenues collected does not include the sale of the Pauline Haass land.

Supervisor's Reports.

Supervisor Beal – Explained the Sanitary District had a meeting and set a budget public hearing date, November 20, 2019.

Unfinished Business.

New Business.

Discussion and necessary action to write-off uncollectable debt.

Motion by Supervisor Beal to approve writing off uncollectable debt for a total of \$20,719.62. Seconded by Supervisor Plotecher. Motion carried, 5-0.

Discussion and necessary action to direct Kunkel Engineering Group to apply on behalf of the Town, to apply for Multimodal Local Supplement (MLS) Funding from the Wisconsin Department of Transportation at a cost not to exceed \$1,500, for the Lake Five Trail Paving Project.

Administrator Gresch explained that the Park Director asked her to place this on the agenda to try and obtain funding from other sources for the Lake Five trail. The cost for applying for this grant is \$1,500 and event if the Town only gets a 70/30 split, it would save the Town money. The trail is completely in the Town of Lisbon and they would be redoing all the gravel portions. Supervisor Gamiño questioned if they have tried submitting for

funding from other sources if we would still qualify. Administrator Gresch explained it was only the case if we pursued funding from funding sources specifically from the DOT. Planner Lindstrom added that this may require some sort of resolution with signatures from all Town Board members.

Motion by Supervisor Beal to direct Kunkel Engineering Group to apply on behalf of the Town, to apply for Multimodal Local Supplement (MLS) Funding from the Wisconsin Department of Transportation at a cost not to exceed \$1,500, for the Lake Five Trail Paving Project. Seconded by Supervisor Gamiño. Motion carried, 5-0.

Discussion regarding a citizen's request to restrict drones flying onto private properties.

Captain Lisa Panas explained that the State already has rules in place regarding the operation of drones, where and when they can fly. The Town could create an ordinance, however the State's laws will trump any local ordinance. Captain Panas explained that any complaints should be sent to the police department for them to investigate.

Kelly Hennings, W245N7790 Stonefield Court, explained that she did call the police after several incidents. She explained that the drone hovers near their windows at night and she feels is invading their personal space. Ms. Hennings explained she does not know what to do as she also has kid's and is concerned if they are filming inside of their home. Captain Panas explained that when this happens call the police and they can try to find out exactly who is operating the drone. They need to follow State Statutes and report their drone to the FAA. If the police can find out who is operating, they can report them to the District Attorney's office. She also explained that drone laws are very difficult to enforce but they will do their best. Chairman Osterman explained that there would be no point to creating a Town Ordinance as the laws are already in place. He also expressed concern that a drone is flying at night which is also illegal.

Discussion and necessary action to convene into Closed Session, pursuant to Wis. Stats. 19.85(1)(g) when conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved with respect to the existing Boundary Stipulation and Wis. Stats. 66.02162 and Cooperative boundary agreements(s) under Wis. Stats. 66.0307. **Continuing Closed Session Pursuant to Wisconsin Statute 19.85(1)(e)**, deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, more specifically, to discuss terms of an agreement and negotiations with the Briohn Corporation involving the possible sale of a portion of Town lands (formerly the Lied's property), and also discussing creating TID #2 on the property known as the "Brown Farm".

Motion by Supervisor Moonen to convene into Closed Session pursuant to Wisconsin Statutes 19.85(1)(g) and 19.85(1)(e). Seconded by Supervisor Gamiño, motion carried by roll call vote.

ROLL CALL VOTE:

Chairman Osterman: Yes
Supervisor Gamiño: Yes
Supervisor Moonen: Yes
Supervisor Plotecher: Yes
Supervisor Beal: Yes

Motion carried, 5-0. Town Board convened into Closed Session at 7:12 PM.

Motion to re-convene into Open Session to take possible action, if necessary, on items discussed in Closed Session deliberations.

Motion by Supervisor Beal to reconvene into Open Session for possible action on Closed Session deliberations. Seconded by Supervisor Moonen.

ROLL CALL VOTE:

Chairman Osterman: Yes

Supervisor Gamiño: Yes

Supervisor Moonen: Yes

Supervisor Plotecher: Yes

Supervisor Beal: Yes

Motion carried, 5-0. The Town Board reconvened into Open Session at 8:51 PM.

Adjournment.

Motion by Supervisor Gamiño to adjourn the Monday, October 28, 2019 Town Board of Supervisors meeting at 8:52 PM. Seconded by Supervisor Moonen. Motion carried, 5-0.

Respectfully submitted,

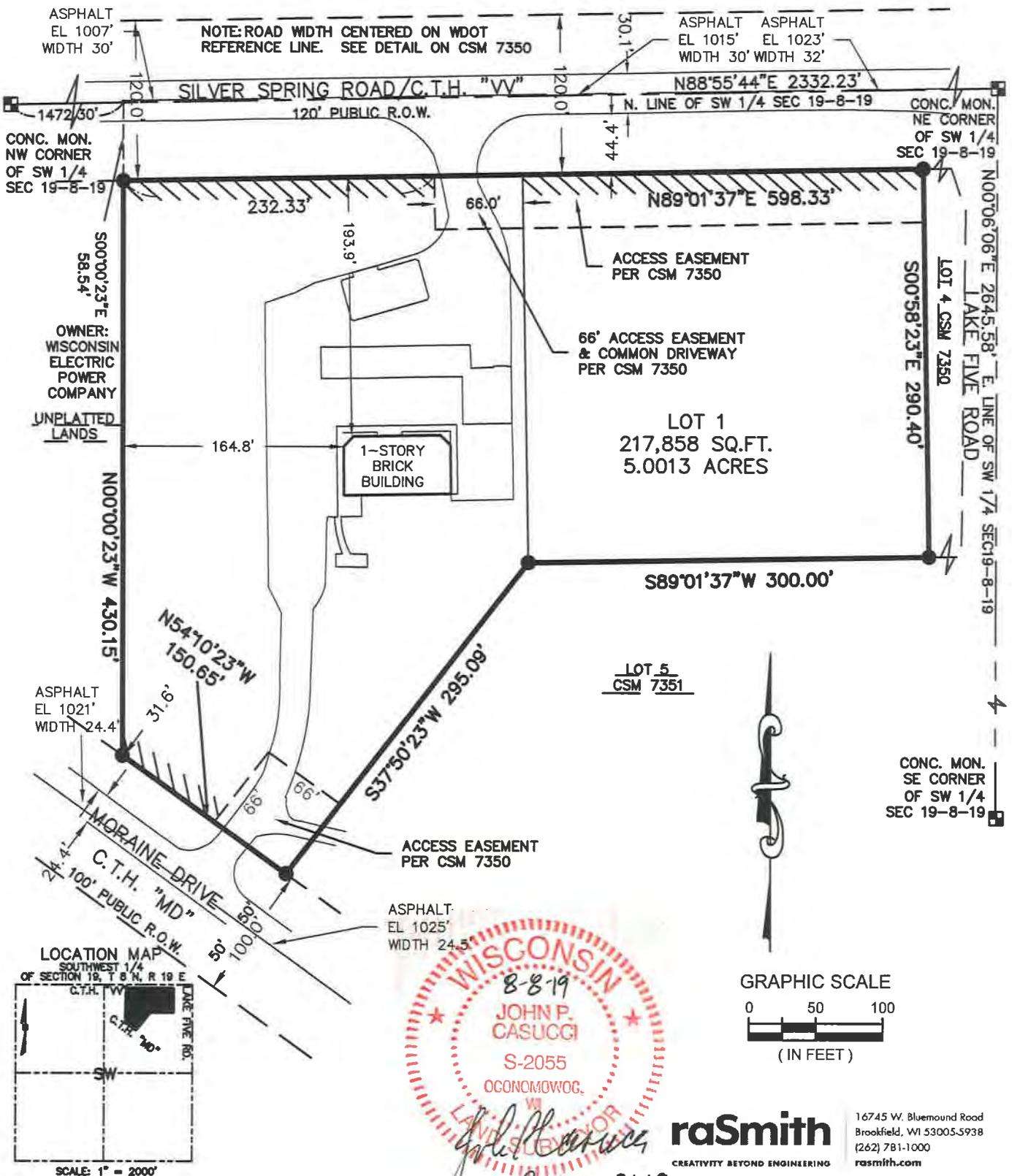
Dan Green, CMC/WCMC
Town Clerk

CERTIFIED SURVEY MAP NO. _____

LOTS 1, 2, AND 3 OF CERTIFIED SURVEY MAP NO. 7350, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAUKESHA COUNTY, WISCONSIN, IN VOLUME 62 OF CERTIFIED SURVEY MAPS, PAGES 196-198, AS DOCUMENT NO. 1959226, BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 8 NORTH, RANGE 19 EAST, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN.

- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- //// NO VEHICULAR ACCESS PER CSM 7350
- + INDICATES SOIL BORING/TEST PIT (SHEET 2)

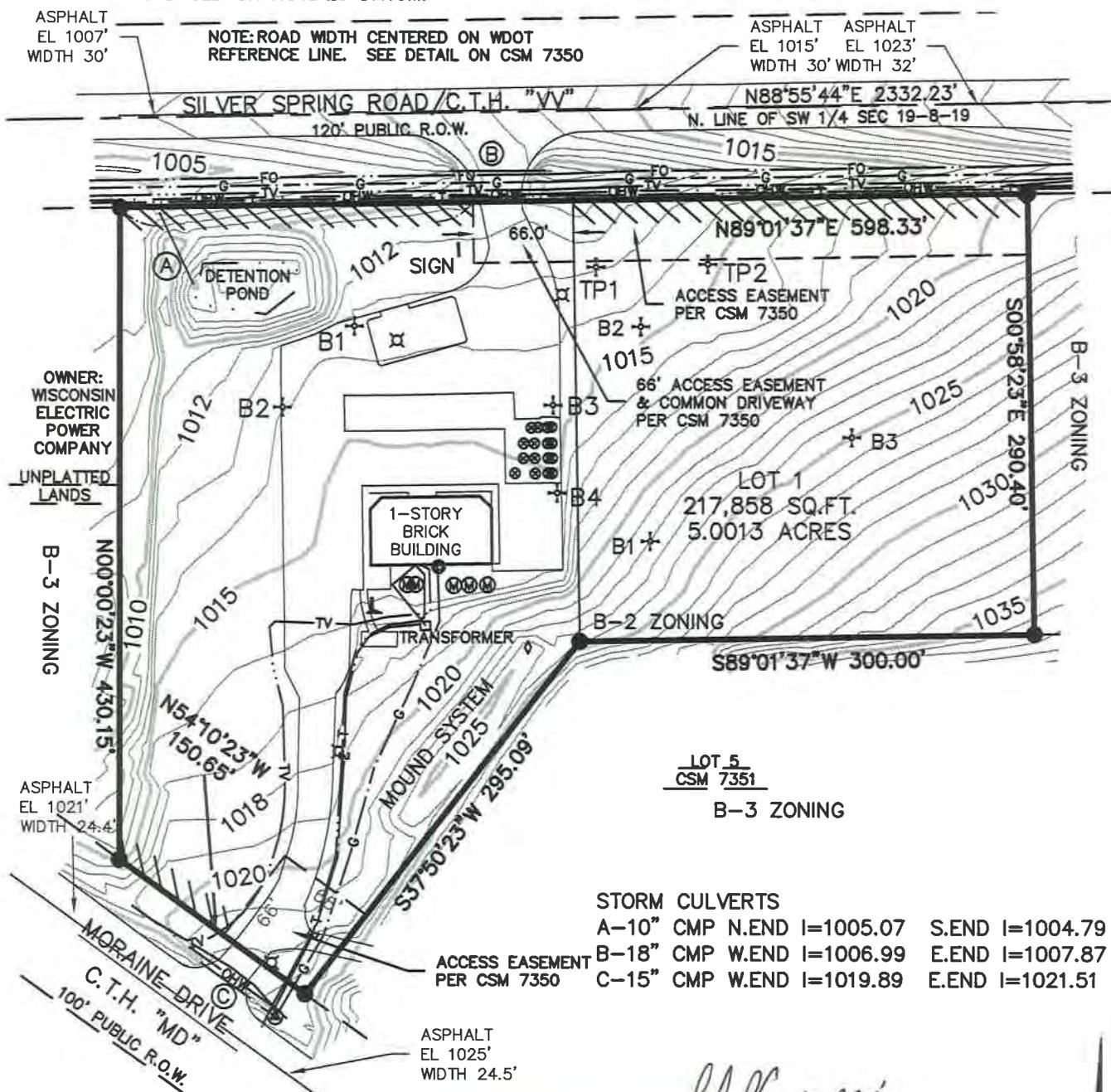
ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. ALL BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 19, T 8 N, R 19 E, WHICH BEARS NORTH 88°55'44" EAST. WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



CERTIFIED SURVEY MAP NO. _____

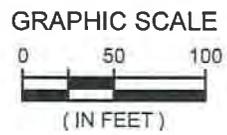
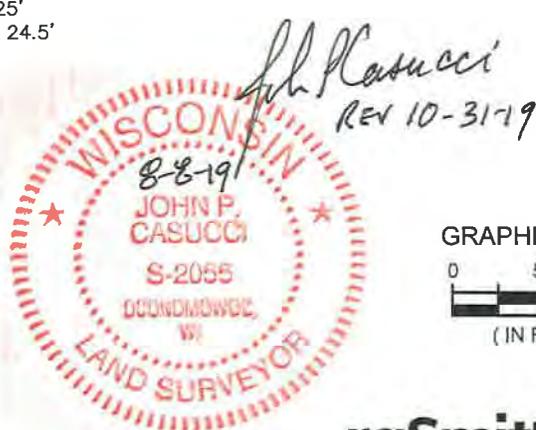
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NOTE:
-CONTOURS BASED ON NGVD'29 DATUM.



LEGEND

◆	SANITARY CLEANOUT OR SEPTIC VENT
⊗	FILLER CAPS
⊕	MISCELLANEOUS MANHOLE
⊥	WELL
⊗	LIGHT POLE
⊙	GAS METER
⊕	GAS WARNING SIGN
—G—	MARKED GAS MAIN
—E—	MARKED ELECTRIC
—OHW—	OVERHEAD WIRES
—T—	MARKED TELEPHONE
—TV—	MARKED CABLE TV LINE
—FO—	MARKED FIBER OPTIC



raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

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SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

I, JOHN P. CASUCCI, Professional Land Surveyor, hereby certify:

THAT I have surveyed, divided and mapped Lots 1, 2, and 3 of Certified Survey Map No. 7350, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, in Volume 62 of Certified Survey Maps, Pages 196-198, as Document No. 1959226, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 19, Township 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin.

Containing 217,858 square feet or 5.0013 acres.

THAT I have made such survey, land division and map by the direction of KWIK TRIP, INC., owner.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the regulations of the Town of Lisbon and Village of Merton in surveying, dividing and mapping said lands.

August 8, 2019
DATE
REV 9-19-19
REV 10-31-19



John P. Casucci (SEAL)
JOHN P. CASUCCI,
PROFESSIONAL LAND SURVEYOR S-2055

CERTIFIED SURVEY MAP NO. _____

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CORPORATE OWNER'S CERTIFICATE

KWIK TRIP, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certify that said corporation caused the land described on this map to the surveyed, divided and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Ordinances of the Village of Merton, and Town of Lisbon.

KWIK TRIP, INC., does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: Village of Merton and the Town of Lisbon.

WITNESS the hand and seal of KWIK TRIP, has caused these

presents to be signed by _____, its _____,

this _____ day of _____, 2019.

KWIK TRIP, INC.,

STATE OF WISCONSIN }
 :SS
_____ COUNTY }

PERSONALLY came before me this _____ day of _____, 2019, the above named _____, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ of said corporation and acknowledged that he executed the foregoing instrument as such officer, by its authority.

_____(SEAL)
Notary Public, State of Wisconsin
My commission expires _____



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TOWN OF LISBON PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the Town of Lisbon, signed on this _____ day of _____, 2019.

Joseph Osterman, Chairperson

Jane Stadler, Secretary

TOWN OF LISBON BOARD APPROVAL

APPROVED by the Town Board of the Town of Lisbon, signed on this _____ day of _____, 2019.

Joseph Osterman, Chairperson

Dan Green, Town Clerk

EXTRATERRITORIAL VILLAGE OF MERTON PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the Village of Merton, signed on this _____ day of _____, 2019.

Ron Reinowski, Village President

Tom Nelson, Village Clerk-Treasurer

EXTRATERRITORIAL VILLAGE OF MERTON BOARD APPROVAL

APPROVED by the Village Board of the Village of Merton, signed on this _____ day of _____, 2019.

Ron Reinowski, Village President

Tom Nelson, Village Clerk-Treasurer



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
AIR PLUS LLC						
24	AIR PLUS LLC	8923	FLUID FILM RUST PREVENT 5 GAL	10/30/2019	185.00	10-533-530-3100 SUPPLIES - HIGHWAY
Total AIR PLUS LLC:					185.00	
BADGER TRUCK CENTER						
72	BADGER TRUCK CENTER	765142	RUBBER SPINNER FOR SALTER - TRK	10/29/2019	234.44	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
Total BADGER TRUCK CENTER:					234.44	
BATTERIES PLUS LLC						
87	BATTERIES PLUS LLC	P20177569	BATTERY - JOHN DEERE GATOR 825I	10/24/2019	111.95	10-552-530-5410 EQUIP MAINTENANCE - PARKS
Total BATTERIES PLUS LLC:					111.95	
BOUND TREE MEDICAL LLC						
130	BOUND TREE MEDICAL LLC	83392161	MEDICAL SUPPLIES MISC	10/23/2019	464.69	10-523-530-3860 MEDICAL SUPPLIES - AMBO
Total BOUND TREE MEDICAL LLC:					464.69	
COMMUNITY MEMORIAL HOSPITAL						
193	COMMUNITY MEMORIAL HOSPI	1022	MEDICAL SUPPLIES & AMBO DRUGS	10/29/2019	720.96	10-523-530-3860 MEDICAL SUPPLIES - AMBO
Total COMMUNITY MEMORIAL HOSPITAL:					720.96	
COREY OIL LTD						
205	COREY OIL LTD	149871	TRANS FLUID - ALL LRG TRCKS	10/24/2019	164.50	10-533-530-3700 GAS/OIL/GREASE - HIGHWAY
Total COREY OIL LTD:					164.50	
DAN GREEN						
399	DAN GREEN	OCT 2019	CLERK MILEAGE	10/29/2019	18.27	10-519-530-7800 MILEAGE - CLERK & RECEPTION
Total DAN GREEN:					18.27	
FALLS AUTO PARTS & SUPPLIES						
307	FALLS AUTO PARTS & SUPPLIE	590569	OIL & FILTER - TRK#10	10/29/2019	44.24	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
307	FALLS AUTO PARTS & SUPPLIE	590713	BATTERY TESTER & TOOL - \$6.30 CR	10/30/2019	54.18	10-522-530-5410 EQUIPMENT MAINTENANCE - FD

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total FALLS AUTO PARTS & SUPPLIES:					98.42	
HALEN HOMES LLC						
1650	HALEN HOMES LLC	S122-19-8	BOND REFUND - LOT 2 - GROOMS	10/30/2019	2,500.00	10-200-230-1000 SPECIAL DEPOSITS
Total HALEN HOMES LLC:					2,500.00	
IRONWOOD GOLF COURSE						
2638	IRONWOOD GOLF COURSE	43770606	XMAS PARTY DEPOSIT	11/01/2019	400.00	10-518-530-3200 GOOD & WELFARE - GEN GOV'T
Total IRONWOOD GOLF COURSE:					400.00	
ITU ABSORB TECH INC.						
469	ITU ABSORB TECH INC.	7347089	MATS & RUGS TOWN HALL	10/28/2019	72.10	10-516-530-4400 CONTRACTED SVS -TOWN HALL
Total ITU ABSORB TECH INC.:					72.10	
JAMES BLISE						
2637	JAMES BLISE	S79-19-5	BOND REFUND - LOT 1 - ROGNESS	10/30/2019	2,500.00	10-200-230-1000 SPECIAL DEPOSITS
Total JAMES BLISE:					2,500.00	
JERRY'S TRANSMISSION SERVICE						
485	JERRY'S TRANSMISSION SERVI	0033902	WARNING LIGHTS - AMBO 2651	10/29/2019	248.17	10-523-530-5500 MAINTENANCE - AMBO
Total JERRY'S TRANSMISSION SERVICE:					248.17	
JOHN FABICK TRACTOR COMPANY						
2635	JOHN FABICK TRACTOR COMP	PIMK0002463	FILTERS - CAT EXCAVATOR	10/14/2019	82.32	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
Total JOHN FABICK TRACTOR COMPANY:					82.32	
KALEIDOSCOPE GRAPHICS						
501	KALEIDOSCOPE GRAPHICS	144300	FALL NEWSLETTER PRINTING	10/30/2019	1,776.50	10-518-530-3500 NEWSLETTER PRINTING
Total KALEIDOSCOPE GRAPHICS:					1,776.50	
KUNKEL ENGINEERING GROUP						
370	KUNKEL ENGINEERING GROUP	0237854	RIVER GLEN FINAL ACCEPT & LOC R	10/17/2019	255.00	10-563-530-4350 ENGINEER - PC - REIMB

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
370	KUNKEL ENGINEERING GROUP	0237854	HARVEST RIDGE REVIEWS	10/17/2019	3,120.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	0237854	HILLSIDE RIDGE REVIEWS	10/17/2019	1,190.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	0237854	HICKORY CT - PAVING & SHLDR REST	10/17/2019	970.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	0237854	VISUSEWER SWMP REVIEW	10/17/2019	275.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	0237854	PARAL MINOR GRADING RVW	10/17/2019	820.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	0237854	NORTH RD PLAN STAFF MTG	10/17/2019	150.00	10-563-530-4375 ENGINEER - PC - NON-REIMB
370	KUNKEL ENGINEERING GROUP	0237854	TB & PC MTG ATTENDANCE	10/17/2019	625.00	10-563-530-4375 ENGINEER - PC - NON-REIMB
370	KUNKEL ENGINEERING GROUP	0237854	CREATE HAASS FARMS ADDRESS MA	10/17/2019	800.00	10-563-530-4375 ENGINEER - PC - NON-REIMB
370	KUNKEL ENGINEERING GROUP	0237854	SW MAINT AGRMTS PER DNR	10/17/2019	862.43	90-563-530-4400 ENGINEERING CONSULTANT - SW
370	KUNKEL ENGINEERING GROUP	0237854	REVISE HSD ERU'S FOR TAX BILL	10/17/2019	620.00	90-563-530-4400 ENGINEERING CONSULTANT - SW
370	KUNKEL ENGINEERING GROUP	0237854	SEWER SERVICE FEASIBILITY	10/17/2019	580.00	90-563-530-4400 ENGINEERING CONSULTANT - SW
370	KUNKEL ENGINEERING GROUP	0237854	VILLAGE LANNON BOUNDRY DESCRI	10/17/2019	3,345.00	65-561-530-2100 TID #1 - ATTORNEY
370	KUNKEL ENGINEERING GROUP	0237871	TID #1 ENGINEERING	10/17/2019	12,543.00	65-561-530-3100 TID #1 - ENGINEERING
370	KUNKEL ENGINEERING GROUP	0237879	TID #1 ENGINEERING	10/17/2019	95.00	65-561-530-3100 TID #1 - ENGINEERING
Total KUNKEL ENGINEERING GROUP:					26,250.43	
LANSER PUBLIC AFFAIRS, LLC						
2615	LANSER PUBLIC AFFAIRS, LLC	NOV 11	LANSER PUBLIC AFFAIRS MONTHLY	11/11/2019	1,000.00	10-511-530-8000 INCORPORATION EFFORTS
Total LANSER PUBLIC AFFAIRS, LLC:					1,000.00	
LAUBENSTEIN INC						
558	LAUBENSTEIN INC	13465	REPAIRS TO DPW ROOF	10/15/2019	246.00	10-533-530-5200 BUILDING MAINTENANCE - HIGHWAY
Total LAUBENSTEIN INC:					246.00	
MENARDS -- PEWAUKEE						
607	MENARDS -- PEWAUKEE	54431	8 GANG BOX CVRS - DWNUNDR SHLT	11/04/2019	47.92	10-552-530-3140 GENERAL OPERATING SUP - PARKS
Total MENARDS -- PEWAUKEE:					47.92	
MERRY MAIDS						
612	MERRY MAIDS	72079954/5	TOWN HALL CLEANING - OCT	10/31/2019	218.00	10-516-530-4400 CONTRACTED SVS -TOWN HALL
Total MERRY MAIDS:					218.00	
MERTON FEED COMPANY						
615	MERTON FEED COMPANY	27068	GRASS SEED FOR S/W PROJECTS	10/24/2019	106.50	90-533-530-3100 SUPPLIES / GRASS SEED - SW

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total MERTON FEED COMPANY:					106.50	
OFFICE COPYING EQUIPMENT LTD						
686	OFFICE COPYING EQUIPMENT	AR98755	FD-COPIER LEASE-RICHMOND-SEPT	10/31/2019	85.95	10-522-530-4400 CONTRACTED SERVICES - FD
686	OFFICE COPYING EQUIPMENT	AR98756	FD-COPIER LEASE-GOOD HOPE-SEP	10/31/2019	1.99	10-522-530-4400 CONTRACTED SERVICES - FD
Total OFFICE COPYING EQUIPMENT LTD:					87.94	
OSI ENVIRONMENTAL INC.						
699	OSI ENVIRONMENTAL INC.	1047938	OIL FILTERS RECYCLED	10/14/2019	45.00	10-546-530-7870 RECYCLING - OIL/ANTFZ/FILTERS
Total OSI ENVIRONMENTAL INC.:					45.00	
PREMIER BLDG INSPECTIONS LLC						
745	PREMIER BLDG INSPECTIONS	OCT 2019	OCT CONTRACT BLDG INSPECT	10/31/2019	12,893.58	10-524-530-4400 CONTRACTED SVCS - BLDG INSP
745	PREMIER BLDG INSPECTIONS	OCT 2019	OCT MEETING/ENFOREMT	10/31/2019	142.00	10-524-530-4500 MTGS & ENFORCEMENT - BLDG INSP
Total PREMIER BLDG INSPECTIONS LLC:					13,035.58	
RICHFIELD TRAILER, INC						
2613	RICHFIELD TRAILER, INC	21946	SAND BLAST & PAINT - HOTBX TRLR	10/18/2019	1,126.50	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
Total RICHFIELD TRAILER, INC:					1,126.50	
SAM DESTEFANO						
2636	SAM DESTEFANO	RS029277678	DISCOUNT TOOLS REIMBURSEMT	10/24/2019	237.92	10-533-530-3150 SHOP TOOLS - HIGHWAY
Total SAM DESTEFANO:					237.92	
SNAP-ON INDUSTRIAL						
2581	SNAP-ON INDUSTRIAL	ARV/41733282	SOCKET BRAKE ADJ ON TRCKS	10/24/2019	7.20	10-533-530-3150 SHOP TOOLS - HIGHWAY
Total SNAP-ON INDUSTRIAL:					7.20	
STRYKER SALES CORPORATION						
886	STRYKER SALES CORPORATIO	2825160M	STRYKER COT MAINTENANCE AGMT	10/28/2019	747.00	10-522-530-4400 CONTRACTED SERVICES - FD
Total STRYKER SALES CORPORATION:					747.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
SUSSEX ACE HARDWARE						
7	SUSSEX ACE HARDWARE	188833	FITTINGS CALCIUM TANK - TRK#7	10/30/2019	8.98	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
7	SUSSEX ACE HARDWARE	188869	CAN FUEL & ADDITIVE FOR FANS	11/01/2019	42.27	10-522-530-3700 GAS/OIL/GREASE - FD
7	SUSSEX ACE HARDWARE	188902	CAN FUEL FOR SAWS	11/04/2019	11.23	10-522-530-3700 GAS/OIL/GREASE - FD
Total SUSSEX ACE HARDWARE:					62.48	
TEN 2 COMMUNICATIONS						
2099	TEN 2 COMMUNICATIONS	5600	RAIN GEAR & WINTER COAT - WILICH	09/27/2019	133.89	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
Total TEN 2 COMMUNICATIONS:					133.89	
UNIFIRST CORPORATION						
2349	UNIFIRST CORPORATION	096 1097887	DPW UNIFORMS & MATS	10/28/2019	76.85	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
Total UNIFIRST CORPORATION:					76.85	
VIERBICHER ASSOCIATES INC						
2374	VIERBICHER ASSOCIATES INC	00009-2019	NEUMANN HILLSIDE RIDGE RVW	10/23/2019	462.59	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00009-2019	NEUMANN PRSRV HRVT RDG RVW	10/23/2019	425.00	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00009-2019	WANGUARD BROWN FARM	10/23/2019	250.00	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00009-2019	ALEX RENTALS BLD SPPO	10/23/2019	125.00	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00009-2019	KWIK TRIP REBUILD SPPO	10/23/2019	677.00	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00009-2019	GORDY CONCRETE SIGN PERMIT	10/23/2019	212.50	10-563-530-4200 PLANNER - PC - REIMB
2374	VIERBICHER ASSOCIATES INC	00009-2019	SEPT PC MTG	10/23/2019	779.00	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00009-2019	SEPT TB MTG	10/23/2019	166.25	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00009-2019	INITIAL APPT - BERTLING CSM	10/23/2019	62.50	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00009-2019	INITIAL APPT - QUARRY CRN TRK WS	10/23/2019	62.50	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00009-2019	GENERAL PLAN ASSISTANCE	10/23/2019	1,737.50	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00009-2019	LISBON SUSSEX JULY JPC MTG	10/23/2019	332.50	10-563-530-4300 PLANNER - PC - NON-REIMB
2374	VIERBICHER ASSOCIATES INC	00009-2019	LISBON SUSSEX SEPT JPC MTG	10/23/2019	95.00	10-563-530-4300 PLANNER - PC - NON-REIMB
Total VIERBICHER ASSOCIATES INC:					5,387.34	
WAUKESHA COUNTY TREASURER						
2390	WAUKESHA COUNTY TREASUR	2019-0000010	Q3 POLICE SERVICES OT HRS	10/28/2019	2,856.84	10-521-530-4405 OVERTIME - WCSO
Total WAUKESHA COUNTY TREASURER:					2,856.84	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ZACH BUILDING CO						
1905	ZACH BUILDING CO	S380-18-17	BOND REFUND - LOT 18 - MIASTKOW	10/30/2019	2,500.00	10-200-230-1000 SPECIAL DEPOSITS
Total ZACH BUILDING CO:					2,500.00	
Grand Totals:					63,750.71	

Dated: _____

Chairman: _____

Board Member #1: _____

Board Member #2: _____

Board Member #3: _____

Board Member #4: _____

TOP 5 EXPENDITURES

- \$26,250.43 KUNKEL ENGINEERING GROUP - Harvest/Hillside Rvws, TID, Lannon Boundry, Misc
- \$13,035.58 PREMIER BUILDING INSPECTIONS - OCT Contract & Mtg/Enforcement
- \$ 5,387.34 VIERBICHER ASSOCIATES - General Plan, Kwik Trip SPPO, Neumann Rvws, PC/TB Mtg
- \$ 2,856.84 WAUKESHA COUNTY TREASURER - Q3 Police OT
- \$ 1,776.50 KALEIDOSCOPE GRAPHICS - Fall Newsletter Printing

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Only unpaid invoices included.



TOWN OF LISBON
W234 N8676 Woodside Rd.
Lisbon, WI 53089

Wednesday, November 06, 2019

Dear Board Members:

This is to notify you of the Town of Lisbon meetings, office closures and elections from **November 13, 2019 through December 12, 2019** at the Town Hall, W234N8676 Woodside Road, unless indicated otherwise.

Wednesday, November 13, 2019	2020 Budget Public Hearing and Special Town Meeting of the Electors @7:00 P.M. (Town Hall)
Thursday, November 14, 2019	Plan Commission at 6:30 P.M. (Town Hall)
Monday, November 18, 2019	Park Committee at 6:30 P.M. (Richard Jung Memorial Fire Station)
Wednesday, November 20, 2019	Sanitary District Committee at 7:30 P.M. following the Budget Public Hearing (Town Hall)
Monday, November 25, 2019	Supervisor's Office Hours at 6:00 P.M. followed by Town Board at 6:30 P.M. (Town Hall)
Thursday, November 28, 2019	OFFICES CLOSED – THANKSGIVING
Friday, November 29, 2019	OFFICES CLOSED - THANKSGIVING
Thursday, December 5, 2019	Plan Commission Workshop at 6:30 P.M. (Town Hall)
Monday, December 9, 2019	Supervisor's Office Hours at 6:00 P.M. followed by Town Board at 6:30 P.M.
Thursday, December 12, 2019	Plan Commission at 6:30 P.M.

Sincerely,

Dan Green, CMC/WCMC
Town of Lisbon Clerk

NOTICE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meetings to gather information: no action will be taken by any governmental body at the above-stated meetings other than the governmental body specifically referred to above in this notice. (All meetings are subject to change or cancellation)



ADMINISTRATOR REPORT

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, November 7, 2019

MONTHLY ACH/AUTOPAY REPORT

The monthly ACH/Autopay Report is included for your review.

PRELIMINARY AUDIT WAS LAST WEEK

Baker Tilly was in last week conducting their preliminary audit work and was impressed by how many positive changes we've made during the year in response to their audit management letter. They will be back in February for the final audit, which will be ready by the April Annual meeting.

ACH & AUTOPAYS CHECKLIST

OCTOBER 2019

VENDOR	AMT	DATE PAID	DATE JE DONE	PRINT PAYMENT FOR		NOTES
				AMY		
WE ENERGIES						
Community Park	\$ 85.58	2019-10-23	2019-10-08	Y		
Down Under Shelter	\$ 17.33	2019-10-23	2019-10-08			
Hilltop Shelter	\$ 17.99	2019-10-23	2019-10-08			
Hwy Elec	\$ 318.36	2019-10-23	2019-10-08			
Park Maint Bldg	\$ 102.52	2019-10-23	2019-10-08			
Park Dept Gas	\$ 11.04	2019-10-23	2019-10-08			
Pump House	\$ 17.33	2019-10-23	2019-10-08			
Richmond St Elec	\$ 1,081.81	2019-10-23	2019-10-08			
Richmond St Gas	\$ 29.31	2019-10-23	2019-10-08			
Rivers End Street Lights	\$ 10.87	2019-10-23	2019-10-08			
Stone Family Park	\$ 16.14	2019-10-23	2019-10-08			
Street Lights	\$ 2,200.28	2019-10-23	2019-10-08			
Town Hall Pavillion	\$36.22	2019-10-23	2019-10-08			
911 Memorial	\$3.15		2019-10-08			
Town Hall Elec	\$ 252.45	2019-10-23	2019-10-08			
DPW Garage Rear Elec	\$ 25.94	2019-10-23	2019-10-08			
Town Hall Gas	\$ 9.90	2019-10-23	2019-10-08			
Good Hope Fire Elec (TOL)	\$45.48					
Good Hope Fire Gas (TOL)	\$79.58	2019-10-23	2019-10-08			
Good Hope Hwy Gas (TOL)	\$159.16					
GRAND TOTAL WE ENERGIES	\$ 4,520.44					
US CELLULAR						
Park Director						
Compost Site	\$ 134.31	2019-10-08	2019-10-02	Y		
Fire Chief						
SPECTRUM						
Server	\$ 174.46	2019-10-02	2019-10-10	Y		
Good Hope DPW / FD	\$ 99.98	2019-10-24	2019-10-10	Y		
Parks	\$ 84.99	2019-10-24	2019-10-10	Y		
Town Hall	\$ 119.19	2019-10-24	2019-10-10	Y		
VERIZON						
(5) Account	\$ 199.14	2019-10-30	2019-10-14	Y		
(6) Account	\$ (47.62)	2019-10-15	credit			credit from tax exempt
E.H. WOLF & SONS						
Diesel	\$ 1,315.31	2019-10-02	2019-10-30	Y		
Unleaded	\$ 348.27	2019-10-02	2019-10-30	Y		
Diesel	\$ 881.55	2019-10-11	2019-10-30	Y		
Diesel	\$ 766.80	2019-10-22	2019-10-30	Y		
Unleaded	\$ 371.40	2019-10-22	2019-10-30	Y		
ANTHEM						
Insurance	\$ 7,995.48	2019-10-10	2019-10-02	Y		
DELTA DENTAL						
Insurance	\$ 900.77	2019-10-01	2019-10-02	Y		
UHC						
Insurance	\$ 201.12	2019-10-11	2019-10-10	Y		
AFLAC						
KP, GG, AB, RP	\$ 400.92	2019-10-01	2019-10-02	Y		



BUILDING INSPECTOR REPORT

PREPARED BY: Bryan Oelhafen, Building Inspector

REPORT DATE: Wednesday, October 30, 2019

	2018	2019	DIFFERENCE
	AUGUST - NOVEMBER		
TOTAL PERMITS	627	627	0
TOTAL NEW HOME PERMITS	33	27	-6

OCTOBER 2019 DPW MONTHLY REPORT



TOWN BOARD & ADMINISTRATOR,

- Staff went out for 1 winter weather event(yes, in October, LOL)
 - Staff went through all trucks ahead of the plow season and took care of preventative maintenance
 - Staff attached all salters, plows and wings to all trucks
 - Staff applied rust preventative to all plow truck chassis
 - Staff marked out and dry ran their plow routes in preparation of the upcoming plow season
 - Staff filled shoulder washouts after the heavy rains
 - Staff chipped branches after Asplundh came through and trimmed dead trees that were within the power lines
 - Staff performed paving on Plainview Road to fix a rutting situation
 - Staff performed some ditch work along Hickory Road
 - Staff performed their weekly duties at the Compost Site
 - Staff continued to work at the Compost Site in preparation of the move
 - Staff performed repairs and preventive maintenance on trucks and equipment as needed
-
- I attended the monthly WCPWA meeting on Oct. 2nd.
 - I attended one budget workshop and one board meeting.
 - I attended a WE Energies pre-con meeting for Harvest Ridge.
 - I met with residents regarding their concerns on storm water projects throughout town.
 - I prepared the quotes and presentation for the new plow trucks that were ordered.
 - I attended the bi-annual department heads meeting at the Waukesha County Hwy Dept.
 - I spent time with our new DPW employee, Nick, going over day to day operations and getting him familiar with the Town's limits.
 - I trained a new part-time plow driver.
 - I dedicated a lot of time with staff throughout the month to prepare the equipment for the early snow we received.

**REGARDS,
JOE DESTEFANO JR.
DPW DIRECTOR**



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Updated Job Descriptions & Employee Handbook

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, November 7, 2019

RECOMMENDATION: No Action Required

EXPLANATION

Included in the packet are the updated job descriptions for all Town of Lisbon staff positions as well as the updated Employee Handbook.

JOB DESCRIPTIONS: The Town's Labor Attorney has reviewed all of them and made several edits to reflect current employment and hiring laws. Myself and the Department Heads also reviewed and updated them to reflect current job responsibilities.

EMPLOYEE HANDBOOK: This has as well been reviewed by the Town's Labor Attorney. I also met with him to review each change, many of which were related to updating employment laws, FLSA, FLMA, clarifying procedures like disciplinary actions, drug and alcohol testing, etc. We also reformatted the document and moved several sections around so it flows better. Please note that the text regarding benefits will be removed and created into a separate "Benefits Manual" that The Horton Group is helping me with. That way, when benefits change, we don't have to update the handbook each time. The only benefits related text that was changed was that of the updated Insurance Opt-Out payment benefit the Town Board took action on earlier this year.

These two items are on the agenda for introduction only; **no action is required at this time.** This is a lot of information to review and I recommend calling or emailing me with your questions, comments and suggestions so I can provide answers when this is brought to the Town Board again. You're welcome to meet with me to review these items, too. I would like to have everyone's questions answered and have a final document ready for approval by the Town Board at the last meeting of the year on Monday, December 9.

Thank you.



Town of Lisbon Position Description

Department: Town Hall / Clerk's Office
Title: Town Clerk
Reports To: Town Administrator
Date: May 2019

Purpose of Position

The purpose of this position is to perform the functions of the Town Clerk as defined by State Statutes and Municipal Ordinances, including, but not limited to planning and zoning, issuing licenses and permits, conducting elections, serving as clerk for the Plan Commission, Board of Review and Board of Appeals meetings, preparing agendas, minutes and packets. This position supervises the chief election inspectors and poll workers throughout the year. The work is performed under the supervision of the Town Administrator.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Assist the Town Administrator in all phases of his/her duties, and serve as the main point of contact in the Administrator's absence. Update the Administrator and Board members of events occurring in their absence.
- Attend meetings of the Town Board, Plan Commission, Board of Appeals, and Public Hearings and take minutes for the same.
- Ensures that the proper notice of agendas and production of meeting packets for the Plan Commission, Board of Review, Board of Appeals, Park Committee and various committees are prepared and posted in accordance with state statutes including public hearings and other related official notices including notification to local media.
- Maintain records related to Plan Commission to include but not limited to files on subdivisions, ordinances, certified survey maps, conditional uses, mineral extractions, building permits and building bonds.
- Schedule applicants for planner's appointments and attend the same.
- Prepare applications and licenses for mineral extraction and others as requested.

- Prepare updates of Town Code and Zoning Ordinances and submit to the county for recodification.
- Prepare affidavits for all Zoning Ordinances, Town Code Ordinances and Resolutions, and submit for posting.
- Prepare notices and publications for various board and commission applications, meeting notices and election notices
- Manages election activities including records maintenance, the distribution of absentee ballots, supply ordering, organizing, recruiting and training workers and overseeing Election Day operations.
- Performs other duties as circumstances may require at the direction of the Town Board or Town Administrator.
- Maintains regular, predictable, and punctual on-site attendance.
- Complies with all Town policies and procedures.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- Updating the Town's website, Facebook page and Channel 14 content.
- Distributes in-coming and process out-going mail.
- Ordering office supplies.
- Performs other clerical duties as assigned.

Minimum Training and Experience Required to Perform Essential Job Functions

- Municipal government experience is desired; preferably as a Clerk.
- Minimum an Associate Degree or equivalent education and advanced skill level of Microsoft Office software plus excellent customer service skills.
- Microsoft Office software.

- Wisconsin Municipal Clerk designation or in the process of completing the Wisconsin Municipal Clerk's Institute and Wisconsin Municipal Treasurer's Completion Course a plus, or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

Essential Knowledge and Abilities:

- Must be able to plan, prioritize, take initiative and meet deadlines.
- Candidate will demonstrate excellent customer service skills.
- High attention to detail is a must, along with the ability to multi-task.
- Strong written and oral communication skills are required.
- Must be bondable according to State Statutes.
- Ability to acquire and maintain Notary Public status with the State of Wisconsin

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

- Ability to classify, compute and tabulate data and information, following a prescribed plan, requiring the exercise of some judgment. Ability to compare, count, differentiate, measure and sort information. Ability to assemble, copy, record and transcribe data and information.
- Ability to explain, demonstrate and clarify to others within well-established policies, procedures and standards. Ability to follow specific instruction and respond to simple requests from others.
- Ability to utilize a variety of advisory data and information such as billing statements, invoices, department forms, budgets, purchase orders, computer software operating manuals, maps, ordinances, resolutions, procedures, guidelines and non-routine correspondence.
- Ability to communicate orally and in writing with customers, Town employees and vendor representatives.

Mathematical Ability

- Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.

Judgment and Situational Reasoning Ability

- Ability to use functional reasoning in performing semi-routine functions involving standardized work with some choice of action.
- Ability to exercise the judgment, decisiveness and creativity in situations involving a variety of generally pre-defined duties that may be subject to frequent change.

Physical Requirements

- Ability to operate a variety of office equipment including computer terminal, telephone, fax machine, calculator/adding machine, computer printer and photocopier.
- Ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as data entry.
- Tasks may involve extended periods of time in a seated position and at a keyboard or workstation.
- Ability to exert light physical effort in sedentary to light work, but which may involve some bending, reaching, lifting, carrying, pushing and pulling.
- Ability to recognize and identify individual characteristics of shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use and irate individuals may cause discomfort and poses a limited risk of injury.

Other Duties

Nothing in this job description limits the Town's right to assign or reassign duties and responsibilities to this job at any time. The job description may be changed at any time by the Town. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. All essential functions must be performed in a manner satisfactory to the Town. The job description does not constitute an employment agreement between the Town and the employee and is subject to change by Town as the needs of the Town and requirements of the job change.

Equal Opportunity Employer

The Town of Lisbon is an Equal Opportunity Employer. The Town prohibits discrimination on the basis of race, color, national origin, religion, sex, age, disability, and any other characteristic protected by applicable state or federal law. In compliance with the Americans with Disabilities Act, the Town will provide reasonable accommodations to qualified individuals with disabilities, unless doing so would impose an undue hardship on the Town, and encourage both prospective and current employees to discuss potential accommodations with the Town.

REVISED: 2019-05-28

ADOPTED: ?



Position Description

Department: Town Hall / Clerk's Office
Title: Town Treasurer
Reports To: Town Board
Date: May 2019

Purpose of Position

The purpose of this position is to perform the functions of the Town Treasurer as defined by State Statutes and Municipal Ordinance, including, but not limited to the proper administration of the financial affairs and fiscal records of the Town.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Maintenance of the accounting records for the Town, including but not limited to: general ledger, accounts payable, accounts receivable, invoice collections, balance ambulance billing, banking, cash management and investments, etc.
- Preparation of financial statements and state and federal reports.
- Administration of cash management functions; cash flow analysis, investments and reconciliation.
- Assist the Town Board, Administrator and department heads in preparing annual budgets and short-range and long-range financial plans budget.
- Keep the Town Board regularly informed about the activities of the Treasurer's office by oral or written reports at regular meetings of the Town Board.
- Preparation of the tax roll, tax billing and the collection of property taxes for the Town. Manage settlement process.
- Representation of the Town in state, regional and national organizations.
- Initiate proposals for debt financing and the administration of debt service calculations and payments.

- Performs other duties as circumstances may require at the direction of the Town Board or Town Administrator.
- Audit Preparation as required by the Town Auditor and Town Administrator.
- Maintain, regular, predictable, and punctual on-site attendance.

Additional Tasks and Responsibilities

- Bachelor's degree in Public Administration, Public Finance, Business Administration or related field preferred.
- At least one to two years professional experience in a financial capacity within municipal government, preferably as a treasurer or an assistant.

Essential Knowledge and Abilities

- Thorough knowledge of generally accepted accounting procedures, especially with regard to municipal finance.
- Working knowledge of municipal tax billing, collection and settlement procedures.
- Excellent time management skills; must be highly organized and exhibit keen administrative and management skill, especially in the area of cash management.
- Working knowledge of municipal accounting, budgeting and financial forecasting.
- Understanding of the payroll process; accounting, reporting and related fringe-benefits.
- Working Microsoft Office Package, financial software products, word processing, spreadsheet and database applications.
- Well-developed interpersonal and written communication skills.
- Ability to prepare financial statements and state and federal reports.
- Must be able to plan, prioritize, take initiative and meet deadlines.
- Candidate will demonstrate excellent customer service skills.
- High attention to detail is a must, along with the ability to multi-task.

- Strong written and oral communication skills are required.
- Must be bondable according to State Statutes.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to classify, compute and tabulate data and information, following a prescribed plan, requiring the exercise of some judgment. Ability to compare, count, differentiate, measure and sort information. Ability to assemble, copy, record and transcribe data and information.

Ability to explain, demonstrate and clarify to others within well-established policies, procedures and standards. Ability to follow specific instruction and respond to simple requests from others.

Ability to utilize a variety of advisory data and information such as billing statements, invoices, department forms, budgets, purchase orders, computer software operating manuals, maps, ordinances, resolutions, procedures, guidelines and non-routine correspondence.

Ability to communicate orally and in writing with customers, Town employees and vendor representatives.

Mathematical Ability

Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.

Judgment and Situational Reasoning Ability

Ability to use functional reasoning in performing semi-routine functions involving standardized work with some choice of action.

Ability to exercise the judgment, decisiveness and creativity in situations involving a variety of generally pre-defined duties that may be subject to frequent change.

Physical Requirements

Ability to operate a variety of office equipment including computer terminal, telephone, fax machine, calculator/adding machine, computer printer and photocopier.

Ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as data entry.

Tasks may involve extended periods of time in a seated position and at a keyboard or workstation.

Ability to exert light physical effort in sedentary to light work, but which may involve some bending, reaching, lifting, carrying, pushing and pulling.

Ability to recognize and identify individual characteristics of shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use and irate individuals may cause discomfort and poses a limited risk of injury.

Other Duties

Nothing in this job description limits the Town's right to assign or reassign duties and responsibilities to this job at any time. The job description may be changed at any time by the Town. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. All essential functions must be performed in a manner satisfactory to the Town. The job description does not constitute an employment agreement between the Town and the employee and is subject to change by Town as the needs of the Town and requirements of the job change.

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**Town of Lisbon
Position Description**

Department: Town Hall / Clerk's Office
Title: Administrative Assistant / Deputy Clerk
Reports To: Town Administrator
Date: May 2019

Purpose of Position

The purpose of this position is to assist staff with all functions of Town Hall, assist the public with requests and provide information to the same. The work is performed under the supervision of the Town Administrator.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Distributes in-coming and process out-going mail.

Greets customers at the counter and assists them with their requests, including but not limited to, researching plats of surveys, making park reservations, registering voters and processing absentee ballots during in-person voting time, and try to find answers to their questions in a timely manner.

Manage the WPRA ticket sales program. Order, verify received tickets, complete end of program documentation upon returning unsold tickets.

Answers phones and emails.

Issue compost site passes, dog license and weight limit restriction waivers.

Assist the Clerk with elections, public hearing notices, mailings, postings, etc.

Order office supplies as well as maintain and stock supplies in all areas of the Town Hall.

Assist Deputy Clerk-Finance with mailing Accounts Payable checks. Also serves as the backup person for Accounts Payable in the Deputy Clerk-Finance's absence.

Process tickets from the Sheriff's Department, collect and track fines and send collection letters.

Manage the Lottery & Gaming Credit process by mailing letters, valuations and forms, and handling all problems associated with it.

Handle mobile home sales to ensure Grotta Appraisals is notified in timely manner.

Handle end of the month paperwork for the Building Inspector. Data entry of Building Bonds and Bond refunds. Sort, separate and stamp permit paperwork to distribute to the Assessor's office. Maintain Building Inspector's files.

Records retention, scanning documents and saving files into the respective tax key file on the server.

Maintain lobby information board info to ensure stock is full and current.

Update all spreadsheets with info from Grotta, building permits, tax rolls, etc.

Maintain regular, predictable, and punctual on-site attendance.

Comply with all Town policies and procedures.

Performs other duties as circumstances may require at the direction of the Town Board, Town Administrator, Town Treasurer and/or Town Clerk.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent, two to three years' experience in an office environment. Working knowledge of telephone operation, word processing, spreadsheets, and databases, preferably Microsoft Office. Prefer working knowledge of election procedures and cash handling. A valid Wisconsin driver's license.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to classify, compute and tabulate data and information, following a prescribed plan, requiring the exercise of some judgment. Ability to compare, count, differentiate, measure and sort information. Ability to assemble, copy, record and transcribe data and information.

Ability to explain, demonstrate and clarify to others within well-established policies, procedures and standards. Ability to follow specific instruction and respond to simple requests from others.

Ability to utilize a variety of advisory data and information such as billing statements, invoices, department forms, budgets, purchase orders, computer software operating manuals, maps, ordinances, resolutions, procedures, guidelines and non-routine correspondence.

Ability to communicate orally and in writing with customers, Town employees and vendor representatives.

Mathematical Ability

Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.

Judgment and Situational Reasoning Ability

Ability to use functional reasoning in performing semi-routine functions involving standardized work with some choice of action.

Ability to exercise the judgment, decisiveness and creativity in situations involving a variety of generally pre-defined duties that may be subject to frequent change.

Physical Requirements

Ability to operate a variety of office equipment including computer terminal, telephone, fax machine, calculator/adding machine, computer printer and photocopier.

Ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as data entry.

Tasks may involve extended periods of time in a seated position and at a keyboard or workstation.

Ability to exert light physical effort in sedentary to light work, but which may involve some walking, bending, reaching, lifting, carrying, pushing and pulling.

Ability to recognize and identify individual characteristics of shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use and irate individuals may cause discomfort and poses a limited risk of injury.

Other Duties

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Town of Lisbon Position Description

Department: Town Hall / Clerk's Office
Title: Deputy Clerk - Finance
Reports To: Town Administrator
Date: ?? 2019

Purpose of Position

The purpose of this position is to perform payroll, accounts payable and benefits administration as well as serving the Town in the capacity of a statutory deputy clerk, §60.331, to perform the Clerk's duties during the absence, sickness or other disability of the Clerk. —The work is performed under the supervision of the Town Administrator.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Processes payroll including data entry of and double-checking timesheets, record earned sick, vacation, over-time and comp-time, verifying proper deductions and benefits, preparing direct deposit file, process payroll taxes and benefits and distributing checks and pay stubs.
- Human Resources responsibilities to assist Department Heads with onboarding their part-time and full-time employees. Distribute benefit packets to help educate employees on health, dental, vision, AD&D, supplemental, Health Savings Account, WRS, WDC programs. Enroll employees in benefits and communicate with them throughout the process regarding eligibility and payroll deductions. Complete new hire reporting, verify government forms, maintain accurate and complete employee folders. Work with employees on benefit changes, exemption updates, and paystub issues with miPayOnline program. Follow employee records retention guidelines for terminated staff.
- Enter Accounts Payable vouchers for Town Board approval, prepare reports, process and prepare checks for mailing.
- Coordinates all auto-pay, ACH and credit card payments, and creating journal entries for the Treasurer related to the same.

- Prepares distribution of quarterly unemployment reports, coordinates annual workers compensation audit, maintains monthly WRS reports and payments and reconciles WRS annually.
- Annual preparation of W-2's and 1099's and filing reports with proper entities in accordance with deadlines.
- Assists Town Treasurer with property tax collection and processes property tax payment refund checks.
- Assists with documentation preparation for the annual audit.
- Assists the Town Clerk with management of elections, included but not limited to: maintains voter information into voter registration system; maintains election records; prepares poll lists for each district; prepares and mails absentee ballots; maintains voting equipment, assists with coordinating election worker's schedules and training.
- Performs duties of the Town Clerk in the Clerk's absence.
- Assists with reception duties, screens and routes in-coming telephone calls, directs visitors, provides information or refers to appropriate person or agency, take and relay messages.
- Maintain regular, predictable, and punctual on-site attendance.
- Comply with all Town policies and procedures.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- Updating the Town's website, Facebook page and Channel 14 content.
 - Create/design marketing materials for use on media channels. Redesign and create new flyers for distribution to residents in the form of mailings, newsletters, TV and social media updates.
- Distributes in-coming and process out-going mail.
- Ordering office supplies.
- Performs other clerical duties as assigned.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent, vocational/technical training in office and accounting practices, two-year responsible clerical experience, or any combination of education and experience that provides equivalent knowledge, skills and abilities. Must have experience using Microsoft Office software, most importantly, Microsoft Excel.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

- Ability to classify, compute and tabulate data and information, following a prescribed plan, requiring the exercise of some judgment. Ability to compare, count, differentiate, measure and sort information. Ability to assemble, copy, record and transcribe data and information.
- Ability to explain, demonstrate and clarify to others within well-established policies, procedures and standards. Ability to follow specific instruction and respond to simple requests from others.
- Ability to utilize a variety of advisory data and information such as billing statements, invoices, department forms, budgets, purchase orders, computer software operating manuals, maps, ordinances, resolutions, procedures, guidelines and non-routine correspondence.
- Ability to communicate orally and in writing with customers, Town employees and vendor representatives.

Mathematical Ability

- Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.

Judgment and Situational Reasoning Ability

- Ability to use functional reasoning in performing semi-routine functions involving standardized work with some choice of action.
- Ability to exercise the judgment, decisiveness and creativity in situations involving a variety of generally pre-defined duties that may be subject to frequent change.

Physical Requirements

- Ability to operate a variety of office equipment including computer terminal, telephone, fax machine, calculator/adding machine, computer printer and photocopier.

- Ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as data entry.
- Tasks may involve extended periods of time in a seated position and at a keyboard or workstation.
- Ability to exert light physical effort in sedentary to light work, but which may involve some bending, reaching, lifting, carrying, pushing and pulling.
- Ability to recognize and identify individual characteristics of shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use and irate individuals may cause discomfort and poses a limited risk of injury.

Other Duties

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REVISED: 2019-xx-xx

ADOPTED: 2019-xx-xx



Town of Lisbon Position Description

DEPARTMENT: Highway Department
Title: DPW Director
Reports To: Town Administrator
Date: June 2018

Purpose of Position:

This is a supervisory and in-the-field working position. The individual oversees and is responsible for the day to day operations of the Public Works Department. The individual will also interact with other Town departments in coordinating activities and projects, which may be appropriate. The director will develop, implement and monitor long term plans, goals and objectives focused on achieving the Town's mission and the Town Board's priorities.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Supervise and direct all employees in the Public Works Department.
- Work along with employees of the Public Works Department as a "working foreman" when workload requires such participation.
- Prepare and maintain an annual Public Works Department budget.
- Supervises the operation and maintenance of the roads and right of way.
- Supervises the operation and maintenance of the storm water utility.
- Supervises the operation and maintenance of the compost site.
- Supervises the operation and maintenance of town buildings and facilities.
- Manage snow plowing and ice control operations.
- Manage and maintain the drain oil and anti-freeze recycling area.
- Implement and enforce good safety practices.

- Provide assistance in case of Town emergencies.
- Oversee the care and maintenance of DPW vehicles and equipment.
- Work with Town engineers to coordinate all plans, specifications, bidding, inspection and contract administration pertaining to any road or right of way construction and storm water projects, including the annual road maintenance program.
- Prepare and apply for grants and manage grant programs for the Department of Public Works.
- Work with the storm water engineer on filing the annual MS4 permit.
- Respond to resident concerns and complaints in a timely manner.
- Attend Town board meetings as needed.
- Must be able to participate in and pass random drug and alcohol screening.
- Maintain regular, predictable, and punctual attendance.
- Comply with all Town policies and procedures.

Minimum Training and Experience Required to Perform Essential Job Functions

- All applicants will be considered.
- High school diploma or equivalent.
- Must have a clean Commercial Driver's License (CDL) with Air Brake Certificate.
- Three (3) years of experience relating to construction, maintenance, or repair, or an equivalent combination of education and experience.

Essential Knowledge and Abilities:

- The individual shall have good time management skills and maturity of judgement; with a good attitude toward learning and personal relations.
- The individual will demonstrate excellent customer service skills.

- The individual will work under adverse weather conditions and respond to severe and winter weather conditions. Be available on an on-call basis and respond to weather emergency events.
- The individual shall be able to perform tasks requiring walking; climbing ladders; lifting & carrying sixty pounds; operate equipment with dual hand and foot controls; asphaltic and cementitious materials, paint, and general construction materials.

Physical and Mental Abilities Required to Perform Essential Job Functions

Physical demands while performing duties require use of hands to handle objects, tools and controls. The employee is frequently required to stand, walk, reach above head, talk and hear. The employee must regularly lift, push, pull, and move up to fifty pounds. The employee might be also required to sit, climb, balance, stoop, kneel or crawl.

Mental demands while performing job duties include the ability to read and comprehend instructions, memos and correspondence. Ability to add, subtract, multiply and divide numbers. Ability to perform operations using systems of weight, measurement, volume and distance. Ability to recognize and deal with problems that may arise during daily operations.

Required duties will take place in both an indoor and outdoor settings, therefore a wide range of environmental conditions may exist including extreme heat, cold, rain, snow, or other uncomfortable situations.

Sometimes tasks will require early starting times and longer hours. Must be able to work some evenings, weekends, and holidays.

Other Duties

Nothing in this job description limits the Town's right to assign or reassign duties and responsibilities to this job at any time. The job description may be changed at any time by the Town. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. All essential functions must be performed in a manner satisfactory to the Town. The job description does not constitute an employment agreement between the Town and the employee and is subject to change by Town as the needs of the Town and requirements of the job change.

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Revised: 2018-06-01



Town of Lisbon
Position Description

DEPARTMENT: Highway Department
Title: Laborer/Truck Driver
Reports To: DPW Director
Date: June 2018

Purpose of Position:

This position is responsible for the performance of public works maintenance/improvement projects relating to roadway, forestry, and buildings and grounds maintenance. This position is also responsible in assisting in all other public works operations relating to storm drainage, elections, and all other work as directed by the Town Board and Town Administrator. The individuals in this position shall be familiar with the operation and routine maintenance of on and off road light/heavy construction equipment, light and heavy trucks with snow and ice control equipment, and miscellaneous construction/public works equipment.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Ability to operate and perform routine maintenance of trucks and equipment.
- Assist in set-up of voting machines and poll locations.
- Insures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.
- Drives trucks of various sizes and weights in the loading, hauling and unloading of various equipment, gravel and sand.
- Performs routine inspection and preventive maintenance on assigned equipment and refers defects or needed repairs to supervisor; cleans equipment.
- Operates light and medium-sized construction and power equipment, such as motor grader, skid steer, backhoe, end loader and large roadside mower.

- Operate chain saws, brush chippers and other equipment used in planting, removing, and trimming trees and brush.
- Performs winter road maintenance activities including snow plowing, blowing and salting.
- Performs all duties in conformance to appropriate safety and security standards.
- Performs required labor involved in construction and maintenance
- Performs required labor involved in construction maintenance project as part of a crew, including pavement cutting, ditch digging, manhole and line cleaning, main and pipe repair, laying and backfilling.
- Must be able to participate in and pass random drug and alcohol screening.
- Maintains regular, predictable, and punctual attendance.
- Complies with all Town policies and procedures.

Minimum Training and Experience Required to Perform Essential Job Functions

- High school diploma or equivalent.
- Must have Commercial Driver's License (CDL) with Air Brake Certificate.
- Three (3) years of experience relating to construction, maintenance, or repair, or an equivalent combination of education and experience.

Essential Knowledge and Abilities:

- The individual shall have good time management skills and maturity of judgement; with a good attitude toward learning and personal relations.
- The Individual will demonstrate excellent customer service skills.
- Laborer/Driver shall work under adverse weather conditions and respond to severe and winter weather conditions. Be available on an on-call basis and respond to weather emergency events.
- The Laborer/Driver shall be able to perform tasks requiring driving manual shift and asphaltic and cementitious materials, paint, and general construction materials.

Supervision:

The Laborer/Driver shall work under the direct supervision of the Director of Public Works who provides detailed direction as required. The Laborer/Driver may also receive direction from the Town Administrator, Town Engineer, Town Public Works Foreman, and/or assigned Acting Director of Public Works as the case/conditions warrant. The performance of the Laborer/Driver shall be evaluated by the Director of Public Works on an annual basis.

Physical and Mental Abilities Required to Perform Essential Job Functions

Physical demands while performing duties require use of hands to handle objects, tools and controls. The employee is frequently required to stand, walk, reach above head, climb ladders, operate equipment with dual hand and foot controls, talk and hear. The employee must regularly lift, push, pull, and move up to sixty pounds. The employee may be also required to sit, climb, balance, stoop, kneel or crawl.

Mental demands while performing job duties include the ability to read and comprehend instructions, memos and correspondence. Ability to add, subtract, multiply and divide numbers. Ability to perform operations using systems of weight, measurement, volume and distance. Ability to recognize and deal with problems that may arise during daily operations.

Required duties will take place in both an indoor and outdoor settings, therefore a wide range of environmental conditions may exist including extreme heat, cold, rain, snow, or other uncomfortable situations.

Sometimes tasks will require early starting times and longer hours. Must be able to work some evenings, weekends, and holidays.

Other Duties

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**Town of Lisbon
Position Description**

DEPARTMENT: Highway Department
Title: Part-Time Laborer/Truck Driver
Reports To: DPW Director
Date: June 2018

Purpose of Position:

This position is responsible for the performance of public works maintenance/improvement projects relating to roadway, forestry, and buildings and grounds maintenance. This position is also responsible in assisting in all other public works operations relating to storm drainage, elections, and all other work as directed by the Town Board and Town Administrator. The individuals in this position shall be familiar with the operation and routine maintenance of on and off road light/heavy construction equipment, light and heavy trucks with snow and ice control equipment, and miscellaneous construction/public works equipment.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Ability to operate and perform routine maintenance of trucks and equipment.
- Assist in set-up of voting machines and poll locations.
- Insures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.
- Drives trucks of various sizes and weights in the loading, hauling and unloading of various equipment, gravel and sand.
- Performs routine inspection and preventive maintenance on assigned equipment and refers defects or needed repairs to supervisor; cleans equipment.
- Operates light and medium-sized construction and power equipment, such as motor grader, skid steer, backhoe, end loader and large roadside mower.
- Operate chain saws, brush chippers and other equipment used in planting, removing, and trimming trees and brush.

- Performs winter road maintenance activities including snow plowing, blowing and salting.
- Performs all duties in conformance to appropriate safety and security standards.
- Performs required labor involved in construction and maintenance
- Performs required labor involved in construction maintenance project as part of a crew, including pavement cutting, ditch digging, manhole and line cleaning, main and pipe repair, laying and backfilling.
- Must be able to participate in and pass random drug and alcohol screening.
- Maintains regular, predictable, and punctual attendance.
- Complies with all Town policies and procedures.

Minimum Training and Experience Required to Perform Essential Job Functions

- High school diploma or equivalent (technical school degree preferred).
- Must have Commercial Driver's License (CDL) with Air Brake Certificate.
- Three (3) years of experience relating to construction, maintenance, or repair, or an equivalent combination of education and experience.

Essential Knowledge and Abilities:

- The individual shall have good time management skills and maturity of judgement; with a good attitude toward learning and personal relations.
- The Individual will demonstrate excellent customer service skills.
- Laborer/Driver shall work under adverse weather conditions and respond to severe and winter weather conditions. Be available on an on-call basis and respond to weather emergency events.
- The Laborer/Driver shall be able to perform tasks requiring walking; climbing ladders; lifting & carrying sixty pounds; driving manual shift; operate equipment with dual hand and foot controls; asphaltic and cementitious materials, paint, and general construction materials.

Supervision:

The Laborer/Driver shall work under the direct supervision of the Director of Public Works who provides detailed direction as required. The Laborer/Driver may also receive direction from the Town Administrator, Town Engineer, Town Public Works Foreman, and/or assigned Acting Director of Public Works as the case/conditions warrant. The performance of the Laborer/Driver shall be evaluated by the Director of Public Works on an annual basis.

Physical and Mental Abilities Required to Perform Essential Job Functions

Physical demands while performing duties require use of hands to handle objects, tools and controls. The employee is frequently required to stand, walk, reach above head, talk and hear. The employee must regularly lift and move up to fifty pounds. The employee might be also required to sit, climb, balance, stoop, kneel or crawl.

Mental demands while performing job duties include the ability to read and comprehend instructions, memos and correspondence. Ability to add, subtract, multiply and divide numbers. Ability to perform operations using systems of weight, measurement, volume and distance. Ability to recognize and deal with problems that may arise during daily operations.

Required duties will take place in both an indoor and outdoor settings, therefore a wide range of environmental conditions may exist including extreme heat, cold, rain, snow, or other uncomfortable situations.

Sometimes tasks will require early starting times and longer hours. Must be able to work some evenings, weekends, and holidays.

Pay

1. \$15.00 per hour for all shifts and times.
2. Hours in excess of 40 per week would be paid overtime, but no overtime will be paid based on time of day or day of week worked.

Other Duties

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**Town of Lisbon
Position Description**

DEPARTMENT: Highway Department
Title: Part-Time Snow Plow Driver
Reports To: DPW Director
Date: June 2018

Purpose of Position:

This is an in-the-field working position where individuals are responsible for operating plow trucks and other equipment for snow and ice control.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Plow snow and spread salt for ice control.
- Other duties as assigned.
- Must be able to participate in and pass random drug and alcohol screening.
- Maintain regular, predictable, and punctual attendance.
- Comply with all Town policies and procedures.

EDUCATION, EXPERIENCE AND TRAINING:

- Minimum educational requirement is a high school diploma.
- A clean CDL with air brake endorsement is required.

ESSENTIAL KNOWLEDGE AND ABILITIES:

- The individual shall have good time management skills and maturity of judgement; with a good attitude toward learning and personal relations.
- The individual will demonstrate excellent customer service skills.

- The individual shall work under adverse weather conditions and respond to severe and winter weather conditions. Be available on an on-call basis and respond to weather emergency events.

Availability:

- Must be available for most shifts when called upon.
- Notice will be given to report to work with only a short time notice (either the night before or with even less notice).
- Required days of work will include weekdays, weekends, and holidays.
- Shifts can run well over 8 hours.
- This is an on-call position that is only paid for the hours worked.

Pay:

- \$25.00 per hour for all shifts and times, with the exception of the following days which will be paid at time and one half: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.
- Hours in excess of 40 per week would be paid overtime, but no overtime will be paid based on time of day or day of week worked.

Physical and Mental Abilities Required to Perform Essential Job Functions

Physical demands while performing duties require use of hands to handle objects, tools and controls. The employee is frequently required to stand, walk, reach above head, talk and hear. The employee must regularly lift and move up to fifty pounds. The employee might be also required to sit, climb, balance, stoop, kneel or crawl.

Mental demands while performing job duties include the ability to read and comprehend instructions, memos and correspondence. Ability to add, subtract, multiply and divide numbers. Ability to perform operations using systems of weight, measurement, volume and distance. Ability to recognize and deal with problems that may arise during daily operations.

Other Duties

Nothing in this job description limits the Town's right to assign or reassign duties and responsibilities to this job at any time. The job description may be changed at any time by the Town. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not

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Town of Lisbon Position Description

DEPARTMENT: Parks Department
Title: Director of Parks, Recreation and Forestry
Reports To: Town Administrator
Date: June 2018

Purpose of Position:

The Director of Parks, Recreation and Forestry is responsible for the management and administration of the Town's parks, recreation and urban forestry operations, including acquisition, development, and maintenance of parks, open spaces, facilities, and resources. The incumbent is responsible for the delivery of comprehensive leisure services and programs to meet the varied needs and interests of the community. The position reports directly to the Town Board /Administrator and serves as a member of the department head team.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Consults with, and serves as staff liaison to, Parks and Recreation Committee for the formulation of policies and procedures, establishment of goals and objectives, and provision of services to the public.
- Plans, organizes, and manages the scope and direction of overall Departmental operations and services.
- Establishes and advocates philosophy, vision, and mission with corresponding administrative plans, goals, and objectives.
- Directs the acquisition, design, development and maintenance of parkland, open space, facilities, and resources.
- Analyzes the effectiveness of Department services; studies conditions, needs, and trends and prepares, recommends, or updates short term and/or long range plans accordingly.

- Maintains systematic, complete, and accurate records of Department programs, activities, services, equipment, and personnel.
- Establishes and supervises an effective administrative organization for operation of the Department and adjusts staff organizational relationships and work assignments as necessary to accomplish required scope of services.
- Directs the recruitment, hiring, training, supervision, evaluation and discipline of Department staff.
- Develops job descriptions and maintains personnel records as necessary.
- Plans and manages the financial aspects of the Department including the annual budget, capital improvements, grants, contracts, and special projects.
- Reviews and approves payrolls, purchases, contracts and other financial obligations of the Department.
- Promotes and maintains positive Departmental public relations and image with other Town Departments and staff, external groups and organizations, and community in general.
- Consults and/or confers with independent recreation groups and organizations, and other community and special interests groups relative to Department services and overall community-wide recreation activities and opportunities.
- Maintains regular and predictable attendance.
- Complies with all Town policies and procedures.

Minimum Training and Experience Required to Perform Essential Job Functions

- Minimum educational requirement is high school diploma, Bachelor's Degree in Parks and Recreation Administration preferred.
- Knowledge of park management, forestry and landscape essential
- Three (3) years parks/facilities development, maintenance, and management experience.
- Strong leadership, management, communication, and human relations skills required.

- Equivalent combinations of training and experience will be considered.
 - Possess a valid driver's license.
 - Good driving record important with ability to obtain a commercial driver's license.
 - Management experience in supervising and budgeting preferred.

Physical and Mental Abilities Required to Perform Essential Job Functions

Ability to organize and set priorities. Physical demands while performing duties requires use of hands to handle objects, tools and controls. The employee frequently is required to stand, walk, reach above head, talk and hear. The employee must regularly lift and move up to fifty pounds. The employee might also be required to sit, climb, balance, bend, twist, stoop, kneel or crawl. Mental demands while performing job duties include ability to read and comprehend instructions, memos and correspondence. Ability to assist with the writing of correspondence and grant applications. Ability to add, subtracts, multiply and divide numbers. Ability to perform these operations using American systems of weight, measurement, volume and distance. Ability to recognize and deal with problems that may arise during daily operations.

TOOLS AND EQUIPMENT USED: Use of hand tools, power tools, chain saws, tree pruning tools, lawn mowers, tractors, front-end loaders, dump truck, plow truck and other equipment as necessary to complete job.

WORK ENVIRONMENT: The employee will be outside in most types of weather while performing work duties. The noise level at times may require use of earplugs.

HOURS OF WORK: The normal workday is eight hours, from 7:00 am to 3:30 pm, with a half-hour lunch period, and a break of fifteen (15) minutes. However, salaried management might be asked to put in extra time necessary to accomplish the task at hand. Subject to the Town's policies, the employee may receive flex time off for hours worked in excess of 40 hours per week (match hour for hour) if their workload allows.

OTHER DUTIES

Nothing in this job description limits the Town's right to assign or reassign duties and responsibilities to this job at any time. The job description may be changed at any time by the Town. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the

position. All essential functions must be performed in a manner satisfactory to the Town. The job description does not constitute an employment agreement between the Town and the employee and is subject to change by Town as the needs of the Town and requirements of the job change.

EQUAL OPPORTUNITY EMPLOYER

The Town of Lisbon is an Equal Opportunity Employer. The Town prohibits discrimination on the basis of race, color, national origin, religion, sex, age, disability, and any other characteristic protected by applicable state or federal law. In compliance with the Americans with Disabilities Act, the Town will provide reasonable accommodations to qualified individuals with disabilities, unless doing so would impose an undue hardship on the Town, and encourages both prospective and current employees to discuss potential accommodations with the Town.



Town of Lisbon
Position Description

Department: Park Department
Title: Parks Laborer – Full Time
Reports to: Park Director
Date: June 2018

Purpose of Position:

Individual is responsible for maintaining equipment, playgrounds, sports fields and all open lawn/forestry areas through out all of the Town parks.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Help with the maintenance of park facilities, spot fields and open air shelters.
- Work on a schedule for lawn care maintenance program, weed /fertilizing control programs, maintain the landscaped planting beds nursery stock, and manage a forestry program for the parks.
- Maintain all park equipment, provide a preventive maintenance program for park equipment.
- Help manage the parks recreational hiking trails, ice rink, ski trails and sledding hill.
- Assist in design and construction of new park infrastructure improvements.
- Maintain regular, punctual, and predictable attendance.
- Comply with all Town policies and procedures.

Minimum Training and Experience Required to Perform Essential Job Functions

- Minimum educational requirement is high school diploma, four-year degree preferred.
- Knowledge of park management, forestry and landscape essential.

- Good driving record is important with ability to obtain a commercial driver's license.
- Must have a valid driver's license.
- Management experience in supervising and budgeting preferred.

Physical and Mental Abilities Required to Perform Essential Job Functions

Physical Requirements

Physical demands while performing duties requires use of hands to handle objects, tools and controls. The employee frequently is required to stand, walk, reach above head, talk and hear. The employee must regularly lift and move up to fifty pounds. The employee might also be required to sit, climb, balance, bend, twist stoop, kneel or crawl. Mental demands while performing job duties include ability to read and comprehend instructions, memos and correspondence. Ability to add, subtracts, multiply and divides. Ability to perform these operations using American systems of weight, measurement, volume and distance. Ability to recognize and deal with problems that may arise during daily operations.

Tools and Equipment Used

Use of hand tools, power tools, chain saws, tree pruning tools, lawn mowers, tractors, front-end loaders, dump truck, plow truck and other equipment as necessary to complete job.

Work Environment

The employee will be outside in most types of weather while performing work duties. The noise level at times may require use of earplugs.

Hours of Work

The normal workday is eight hours, from 7:00 am to 3:30 pm, with a half-hour lunch period, and a break of fifteen (15) minutes. Some weekends may be required.

Other Duties

Nothing in this job description limits the Town's right to assign or reassign duties and responsibilities to this job at any time. The job description may be changed at any time by the Town. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. All essential functions must be performed in a manner satisfactory to the Town.

The job description does not constitute an employment agreement between the Town and the employee and is subject to change by Town as the needs of the Town and requirements of the job change.

Equal Opportunity Employer

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Town of Lisbon
Position Description

Department: Parks Department
Title: Main Seasonal Laborer
Reports To: Park Director
Date: May 2019

Purpose of Position

Main seasonal employees are responsible for maintaining all of the open green space throughout the Town's parks and municipal buildings, hiking trails, playgrounds, sport fields and picnic shelter sites. They will help out with Town sponsored family events throughout the summer season.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Help with the maintenance of park facilities, spot fields and open air shelters.
- Work on a schedule for lawn care maintenance program, weed /fertilizing control programs, maintain the landscaped planting beds nursery stock.
- Maintain park equipment and help manage the parks recreational hiking trails.
- Maintain regular, punctual, and predictable attendance.
- Comply with all Town policies and procedures.

Minimum Training and Experience Required to Perform Essential Job Functions

- Minimum educational requirement is high school diploma, four-year degree preferred.
- Knowledge of park maintenance practices.
- Good driving record is important.
- Must have a valid driver's license.

Physical and Mental Abilities Required to Perform Essential Job Functions

Physical Requirements

Physical demands while performing duties requires use of hands to handle objects, tools and controls. Ability to use hands to handle objects, tools and controls. The employee frequently is required to stand, walk, reach above head, talk and hear. The employee must regularly lift and move up to fifty pounds. The employee might also be required to sit, climb, balance, bend, twist, stoop, kneel or crawl. Mental demands while performing job duties include ability to read and comprehend instructions, memos and correspondence. Ability to recognize and deal with problems that may arise during daily operations.

Tools and Equipment

Other skills if applicable: riding lawn mowers, use of hand tools, shovels, rakes etc., driving truck with a trailer (under 26,001 lbs.), tractor experience, gas power tools (weed whip, chain saw, power broom) and sport field maintenance experience.

Work Environment

The employee will be outside in most types of weather while performing work duties. The noise level at times may require use of earplugs.

Pay

1. \$14.00 per hour
2. Work Day: Monday –Friday (24 hours a week)
7:00am -3:30 pm. Some weekend hours apply.

Other Duties

Nothing in this job description limits the Town's right to assign or reassign duties and responsibilities to this job at any time. The job description may be changed at any time by the Town. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. All essential functions must be performed in a manner satisfactory to the Town. The job description does not constitute an employment agreement between the Town and the employee and is subject to change by Town as the needs of the Town and requirements of the job change.

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Town of Lisbon Position Description

Department: Parks Department
Title: Parks Seasonal Laborer
Reports To: Park Director
Date: May 2019

Purpose of Position

Seasonal workers are responsible for maintaining all of the open green space throughout the Town's parks and municipal buildings, hiking trails, playgrounds, sport fields and picnic shelter sites. They will help out with Town sponsored family events throughout the summer season.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Help with the maintenance of park facilities, sport fields and open-air shelters.
- Work on a schedule for lawn care maintenance program, weed /fertilizing control programs, maintain the landscaped planting beds nursery stock.
- Maintain park equipment and help manage the parks recreational hiking trails.
- Maintain regular, punctual, and predictable attendance.
- Comply with all Town policies and procedures.

Minimum Training and Experience Required to Perform Essential Job Functions

- Minimum educational requirement is high school diploma, four-year degree preferred.
- Knowledge of park maintenance practices.
- Good driving record is important.
- Must have a valid driver's license.

Physical and Mental Abilities Required to Perform Essential Job Functions

Physical Requirements

The employee frequently is required to stand, walk, reach above head, talk and hear. Ability to use hands to handle objects, tools and controls. The employee must regularly lift and move up to fifty pounds. The employee might also be required to sit, climb, balance, bend, twist, stoop, kneel or crawl. Mental demands while performing job duties include ability to read and comprehend instructions, memos and correspondence. Ability to recognize and deal with problems that may arise during daily operations.

Tools and Equipment

Other skills if applicable: riding lawn mowers, use of hand tools, shovels, rakes etc., driving truck with a trailer (under 26,001 lbs.), tractor experience, gas power tools (weed whip, chain saw, power broom) and sport field maintenance experience.

Work Environment

The employee will be outside in most types of weather while performing work duties. The noise level at times may require use of earplugs.

Pay

1. \$11.00 per hour
2. Work Day: Monday –Friday (40 hours a week)
7:00am -3:30 pm. Some weekend hours apply.

Other Duties

Nothing in this job description limits the Town's right to assign or reassign duties and responsibilities to this job at any time. The job description may be changed at any time by the Town. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. All essential functions must be performed in a manner satisfactory to the Town. The job description does not constitute an employment agreement between the Town and the employee and is subject to change by Town as the needs of the Town and requirements of the job change.

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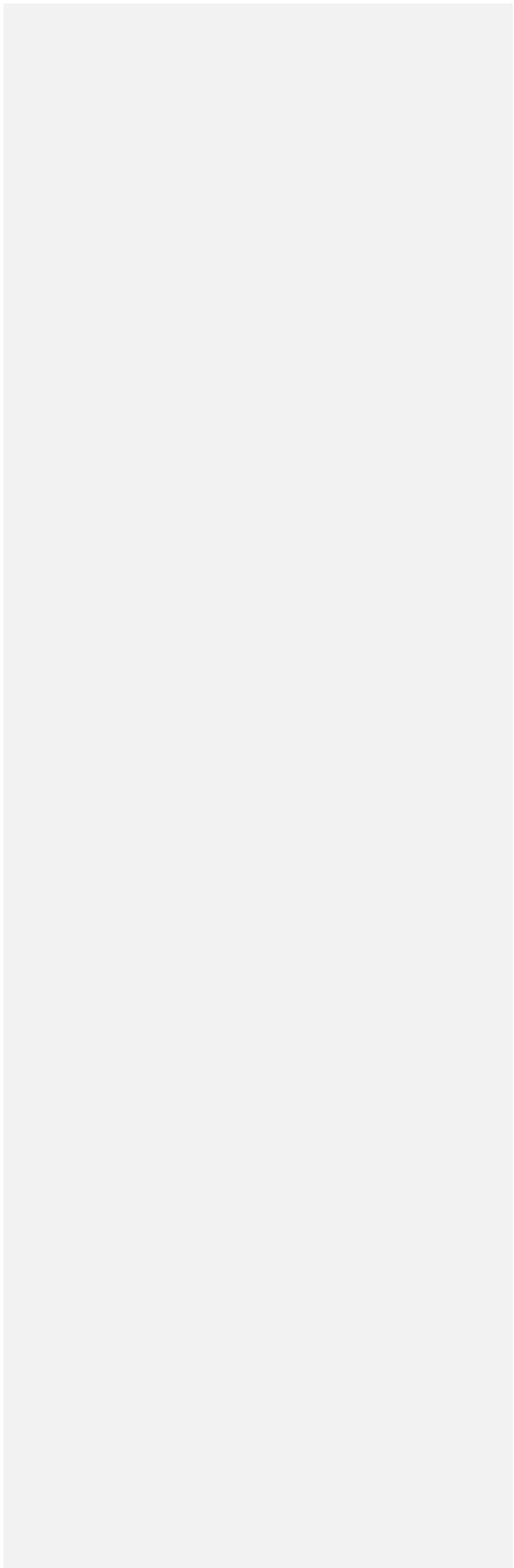
Americans with Disabilities Act, the Town will provide reasonable accommodations to qualified individuals with disabilities, unless doing so would impose an undue hardship on the Town, and encourages both prospective and current employees to discuss potential accommodations with the Town.

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ARTICLE I. INTRODUCTION

SECTION 1.01 - AUTHORIZATION

This employee handbook ("Handbook") summarizes the employment policies, procedures, rules, and regulations for the Town of Lisbon ("the Town") to provide for the Town's orderly and efficient operation. It is your responsibility to read and become familiar with this Handbook and to follow the policies, procedures, rules, and regulations contained in it. Most of your questions should be answered in this Handbook. However, if you have questions regarding the Handbook or matters that are not covered, please direct them to your Department Head.

The Handbook was adopted by the Town Board of Supervisors on _____, pursuant to the authority granted under State Statutes. The overall authority and responsibility to administer the Handbook is vested in the Town Administrator. The Administrator shall be responsible for the day-to-day administration of the Handbook.

SECTION 1.02 - COMPLIANCE WITH POLICIES, RULES AND EXPECTATIONS OF CONDUCT

The Town Board and management staff believes that the Town was established to serve the residents of Lisbon and that growth and progress will be achieved through the successful application of our employees' skills to required activities. Thus, the Town's employees play a major role in our success. Through active employee contribution and employee recognition of these contributions, we believe we can attain the standard of operations that will provide the pride, rewards, opportunities and the security that we all seek.

Compliance with the policies, rules and general expectations of conduct is of paramount importance in order to fulfill these objectives and for the employee to have a successful career in the Town. Failure to comply with these policies, rules and general expectations of conduct can undermine these objectives, and the trust and confidence that the public, businesses, employees and officers of the Town must have in that employee.

It has been, and shall continue to be, the Town's policy to recognize the competence and ability of applicants for employment and existing employees. The Town will provide equal employment opportunity to all individuals, regardless of their race, age, sex, sexual orientation, creed, religion, color, handicap, disability, marital status, citizenship, veteran status, membership in the National Guard, state defense force, or reserves, national origin, ancestry, or any other characteristics protected by law. This policy applies to all employment decisions, including but not limited to, recruitment, hiring, compensation, benefits, promotions, transfers, layoffs, discipline, termination, and other conditions of employment.

The Town treats all violations of policy, the rules and general expectations of conduct very seriously. Violations of these policies, the rules, and general expectations of conduct can subject an employee to discipline, up to and including discharge.

SECTION 1.03 - SCOPE

The Handbook sets forth employment policy guidelines, rules of conduct and guidance regarding general expectations of professional behavior and conduct which employees are expected to follow. Every possible circumstance cannot be anticipated or addressed in this Handbook. None of the statements, policies, procedures, benefits, rules, and regulations contained in this Handbook constitute a guarantee of employment, a guarantee of any other rights or benefits, or a contract of employment, express or implied. No employee of the Town has any authority to enter into any contract for employment, express or implied, for any specified period of time, or to make any agreement contrary to the at-will employment status of Town employees. No statement or promise by a supervisor, manager, or Department Head constitutes or should be interpreted as constituting a change in policy or an agreement with any employee.

All of the Town's employees are employed "at will", unless otherwise expressed by an employment contract, and is not for any definite period. Termination of employment may occur at any time, with or without notice, and with or without cause, at the option of the Town or the employee.

All Fire Department employees are governed by the Standard Operating Guidelines, policies and code of ethics of the Fire Department, which shall take precedence if in conflict with the Handbook. Policies included in the Handbook, but not addressed in the Fire Department Standard Operating Guidelines, policies or code of ethics shall apply to the Fire Department employees.

SECTION 1.04 - AMENDMENTS

The Town may alter, modify, change or eliminate the provisions set forth in this Handbook, including but not limited to any employee benefit plans or programs, at any time with or without notice. Furthermore, the Town has the exclusive authority to, in its discretion, interpret the policies, procedures, benefits, rules and regulations contained herein and determine whether to apply such policies, procedures, benefits or regulations in any given situation. This Handbook supersedes all previous handbooks, statements, policies, procedures, benefits, rules and regulations given to employees, whether verbal or written. This Handbook may only be modified by the Town Board in writing.

Amendments may be approved by the Town Board upon recommendation of the Town Administrator. Supplements to the Handbook will be issued to update or revise present rules and policies as deemed necessary.

SECTION 1.05 - DISTRIBUTION

This Handbook shall be distributed to every current and future Town employee upon employment. Town employees should maintain a current copy of the Handbook and become familiar with its contents. Employees shall be required to individually acknowledge receipt of a copy of the Handbook by signing and dating the "Acknowledgment of Receipt" form found at the end of the Handbook.

ARTICLE II. DEFINITION OF EMPLOYMENT CLASSES

SECTION 2.01 - UNCLASSIFIED EMPLOYEES

Unclassified employees shall be exempt from the provisions of these regulations except as noted below. Unclassified employees are: members of the Town Board, members of any Board, Committee, or Commission appointed by the Town Chairman and confirmed by the Town Board. These employees are not, however, exempt from the sections regarding "Harassment", "Drugs and Alcohol" and "Technology" which are a part of this Handbook.

SECTION 2.02 - CLASSIFIED EMPLOYEES

(a) Regular Full-Time

Town Hall employees who are paid on a salaried basis or on an hourly basis and work at least thirty-seven and one-half (37.5) hours per workweek and, forty (40) hours per workweek for all other employees are considered full-time employees.

(b) Regular Part-Time

Those employees working a regularly scheduled workweek that is less than full-time, or, if a Town Hall employee, working less than thirty-seven- and one-half hours (37.5) hours per workweek, and work year-round.

Part-time employees will be paid on an hourly basis. Part-time employees working at least 25 hours per workweek are eligible for benefits as described below in the "Employee Benefits" section, on a pro-rata basis.

For purposes of assigning benefits, all regular part-time employees, who are regularly scheduled to work an average of twenty (25) hours or more each week, shall be eligible, where possible by law, to receive a straight share of those allowable fringe benefits prorated on an annual basis. The proration of benefits shall be calculated on the basis of the number of hours compensated divided by 2,080.

(c) Seasonal and Temporary

An employee who normally works full-time or part-time for temporary periods of time, such as summer help, temporary, or substitute staff support, in positions having irregular workloads, or in experimental positions. Such employees shall not be entitled to any benefits except as mandated by applicable law. Federal laws, such as the Affordable Care Act (ACA), may require the Town to provide benefits in certain situations.

(d) Fire Department – Career Full Time and Paid-on-Call

The Fire Department Career Full Time employees respond to emergency calls during assigned hours and on assigned groups. These employees are paid on an hourly basis for the time when responding to a fire or EMS call and are eligible for benefits.

Paid on Call employees are not eligible for benefits except the VFIS program for fire personnel subject to all Fire Department Standard Operating Guidelines.

(e) Non-exempt

Full or part-time employees who are not exempt from the minimum wage, overtime and timekeeping provisions of the Fair Labor Standards Act. In general, non-exempt employees generally receive overtime pay, which is one and one-half times the employee's regular rate, for each hour of work performed over 40 hours in one workweek.

(f) Exempt

Employees who meet one the exemptions from the overtime provisions as defined in the Fair Labor Standards Act. These employees do not receive overtime pay for work performed over 40 hours in one workweek. Exempt employees include those employed in an executive, administrative, professional, or computer professional position, among others, who meet the FLSA requirements.

ARTICLE III. EMPLOYMENT PRACTICES

SECTION 3.01 - EQUAL EMPLOYMENT POLICY

The Town of Lisbon is an equal opportunity employer. It is the policy of the Town of Lisbon to give equal employment opportunity in accordance with the law to all employees and applicants. This policy is an effort to ensure that the Town of Lisbon personnel programs are free from discrimination on the basis of age, race, religion, color, sex, national origin, physical or mental handicap or disability, creed, sexual orientation, ancestry, arrest or conviction record, citizenship status, marital status, veteran status or membership in the National Guard or any reserve component of the military forces of the United States or the State of Wisconsin, political affiliation, or any other characteristic protected by law. All employees and applicants will be accorded fair treatment and equal opportunity, through the adoption of appropriate policies.

It is the Town's policy to seek and employ the best qualified personnel in all positions, to provide equal opportunity for advancement to all employees, including upgrading, promotion and training, and to administer these activities in a manner which will not discriminate against or give preference to any person because of race, color, religion, age, sex, national origin, handicap or disability, genetic information, ancestry, sexual orientation, marital status, arrest or conviction record, or any other basis protected by state or federal law. All employees are required to provide proof of identity and authorization to work in the United States. It is the policy of the Town to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA) and other State and Federal laws. The Town will make reasonable accommodations for qualified employees or applicants with disabilities, provided that any accommodations do not impose an undue hardship on the Town.

The Town is further committed to providing a work environment in which employees are treated with courtesy, respect and dignity. Therefore, all employees are encouraged to bring any concern or complaints in this regard to the attention of management. If an employee believes she or he has witnessed or been subject to discrimination, she or he should follow the complaint procedures outlined below. All complaints of sexual harassment, or harassment of any kind, will be investigated promptly and, where necessary, immediate and appropriate action will be taken to stop and remedy any such conduct.

All employees share in the responsibility for assuring that the policies are effective and apply uniformly to everyone. Any employees, including managers, involved in discriminatory practices will be subject to corrective actions up to and including termination.

SECTION 3.02 - ANTI-HARASSMENT POLICY

The Town of Lisbon is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, the Town will not tolerate harassment of Town employees by anyone, including any supervisor, co-worker, elected or appointed official, vendor, citizen or customer of the Town. Harassment consists of unwelcome conduct, whether verbal, physical, electronic or visual, that is based on a person's protected status, such as sex, color, race, ancestry, religion, national origin, age, physical handicap, disability, marital status, veteran status, citizenship status, sexual orientation, arrest record, conviction record, or another protected group status. The Town will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

Definitions:

- **Verbal Harassment:** Unsolicited or unwelcome verbal conduct, including but not limited to innuendoes, degrading or suggestive comments, repeated pressure for dates, jokes, unwelcome flirtations, degrading words used to describe an individual, obscene and/or graphic description of an individual's body or threats that job, wages, assignments, promotions or working conditions could be affected if the individual does not agree to or submit to unwelcome conduct.
- **Non-Verbal Harassment:** Unsolicited or unwelcome non-verbal conduct, including, but not limited to sexually suggestive or offensive objects or pictures, inappropriate usage of voicemail, electronic messaging, email, the internet or other such sources as a means to express or obtain sexual or discriminatory material, printed or written materials including offensive cartoons, suggestive or offensive sounds, whistling, catcalls or obscene gestures. Any material which inappropriately raises the issues of sex or discrimination.
- **Physical Harassment:** Unsolicited or unwelcome physical contact, which may include touching, hugging, massages, kissing, pinching, patting, or regularly brushing against the body of another person.
- **Unwelcome Harassment:** For the purpose of this policy, conduct is unwelcome when the person subjected to the conduct did not solicit or incite the conduct and regarded the conduct as undesirable or offensive. Conduct may be unwelcoming despite participation by the offended employee and despite the fact that the offended employee does not tell the accused the conduct is unwelcome.

Prohibited Activity:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term of condition of employment; or
- Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.
- Any verbal, written, visual or physical act that creates a hostile, intimidating or offensive work environment or interferes with an individual's job performance.

Sexual Harassment:

Unwelcome sexual advances, requests for sexual favors, and other physical, verbal or visual conduct based on sex, whether or not such conduct is repeated, constitute sexual harassment when:

1. Submission to such conduct is an explicit or implicit term or condition of employment;
2. An individual's submission to or rejection of such conduct becomes the basis for employment decisions affecting that individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment may include, but is not limited to, explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and physical contact such as patting, pinching or brushing against another's body. Sexual harassment also includes conduct directed by a person at another person of the same or opposite gender.

It is the policy of the Town that all employees have the right to work in an environment where they are treated with respect and dignity and are free of persistent and unwelcome conduct or actions on the basis of race, color, religion, national origin, 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 or any other basis prohibited by law.

The Town will not tolerate, condone, or allow harassment by any employee or non-employee who conducts business with the Town. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race, color, sex, religion, age, disability, sexual orientation, union or non-union membership, national origin or any other protected class.

The Town considers harassment and discrimination of others to be forms of serious employee misconduct. Therefore, the Town shall take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment and discrimination. A violation of this Town policy can lead to discipline up to and including termination.

Other Types of Harassment:

- The Town will not condone, permit, nor tolerate discrimination or harassment based on race, age, creed, religion, color, handicap, disability, marital status, citizenship, veteran status, membership in the National Guard, state defense force, or reserves, national origin, ancestry, arrest or conviction record, or any other characteristics protected by law against employees in any manner whatsoever. Persons who engage in such discrimination and/or harassment will be subject to appropriate discipline up to and including termination of employment. All complaints of discrimination and/or harassment of any kind will be investigated promptly, and where necessary immediate and appropriate action will be taken to stop and remedy such conduct.
- Any employee who believes that he or she has been the subject of discrimination and/or harassment of any type should immediately report the matter in accordance with the complaint procedures below. The Town encourages employees to report any incident of discrimination and/or harassment immediately.

Discrimination/Harassment Complaint Procedures:

- Any employee encountering harassment is encouraged but not required to inform the person that his or her actions are unwelcome and offensive. This initial contact can be either verbal or in writing. The employee is to document all incidents of harassment in order to provide the fullest basis for investigation.
- Any employee who opts not to inform the other person that his/her actions are unwelcome and offensive and who believes that he or she is being harassed shall report the incident(s) as soon as possible to a supervisor, Department Head, the Town Clerk or the Town Chairman so that appropriate investigative and remedial action, where appropriate, may be initiated. The prohibitions against unlawful discrimination and/or harassment also may apply to non-employees with whom our employees come into contact in connection with their employment with the Town. Consequently, if you feel discriminated against by a non-employee in connection with your employment, you should use the procedure outlined in this policy.
- The Department Head or other person to whom a complaint is given shall meet with the employee and document the incident(s) complained of, the person(s) performing or participating in the harassment, any witnesses to the incident(s) and the date(s) on which it occurred and shall report the findings to the Town Clerk.

- The Town Clerk or designee shall be responsible for investigating any complaint alleging harassment or discrimination promptly and thoroughly. In the event the Town Clerk is the subject of the complaint then the Town Board Chairman or the Chairman's designee shall substitute for the Town Clerk.
- If the investigation confirms that discrimination and/or harassment has occurred, the Town will take appropriate disciplinary action against those individuals who are found to have engaged in such conduct up to and including termination.

Confidentiality:

- Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.

Retaliation:

- Retaliation against any employee for filing a harassment or discrimination complaint, or for assisting, testifying, or participating in the investigation of such a complaint, is prohibited by the Town and by state and federal statutes.
- Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for harassment and discrimination complaints.

SECTION 3.03 - RECRUITMENT

Recruitment shall be tailored to the position to be filled and shall be directed to sources likely to yield qualified candidates. The Town seeks to hire the best qualified candidates who fit the needs and culture of the Town. When in the interests of the Town, the Town may attempt to fill the position from within the organization though external candidates may also be considered.

SECTION 3.04 - JOB ANNOUNCEMENTS

All vacancies for Town positions will be announced and posted in each department and on the Town's website, Facebook page, Community Access Channel 14 as the Town Administrator and Town Board deems appropriate. The announcements shall specify the job title, the nature of the work to be performed, preparation required or desirable for performance of the job, the time, place and manner of making applications, closing date for receiving applications and other pertinent information.

When positions above the entrance level are vacant, they may be filled by promotion of employees in lower positions. Promotional examinations may be utilized. The Department Head may recommend promotion of an employee to the Town Administrator and Town Board. Employees are encouraged to discuss promotional opportunities with their supervisor and Department Head.

SECTION 3.05 - MEDICAL EXAMINATIONS

Prospective employees may be required to take a physical examination conducted by a physician chosen by the Town and paid for by the Town. The purpose of this physical examination is to assure that the candidate is physically fit to perform the required job duties and functions in accordance with the job description. The results of the examination will be evaluated in accordance with the Americans with Disabilities Act (ADA) and will remain confidential.

SECTION 3.06 - BACKGROUND INVESTIGATIONS

(a) Background Check

Prospective and current employees of the Town may be subject to a background check. The data will be evaluated in relation to the applicant's perceived ability to perform the duties and responsibilities of the specific position applied for. Such information will remain confidential to the fullest extent possible.

(b) Screening

Depending on the nature of the position and the applicants applying for the position, the Town may conduct varying levels of background screening to determine whether candidates for employment, promotion, assignment or transfer are suitable for the position they desire to obtain. Information that may be obtained or requested includes, but is not limited to, information relating to references, past employment, work habits, education, judgments, liens, criminal background and offenses, character, general reputation and driving records. The Town may also obtain information from a consumer reporting agency. Before denying an extension, assignment, promotion, or other benefit of employment, based in whole or in part, on information obtained from the consumer reporting agency, the Town will provide a copy of the report and a description in writing of the applicant's rights under the Fair Credit Reporting Act.

SECTION 3.07 - NEPOTISM

The Town does not prohibit the hiring of an employee who has a relative that is an employee of the Town. However, no employees from the same immediate family shall hold jobs which involve supervision of, or being supervised by, another member of the same immediate family. "Immediate relative" is defined as the employee's spouse, child, parent, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, uncle, aunt, niece, nephew or first cousin.

SECTION 3.08 - WORK SCHEDULES

Work schedules vary throughout the organization. Town departments may have different hours for employees due to the special nature of their operations. Scheduled hours of work are set by the Department Head and will be designated by the department to which the employee is assigned. Working hours, lunch periods and work breaks will be explained by supervisors or Department Head.

Public Works and Park Department full time employees will generally work from 7:00 A.M. until 3:30 P.M., Monday thru Friday unless assigned otherwise. Public Works Department employees may be required to be "on call" from November 15 to March 15 and are required to be available at any time. Employees who are called in to work shall be paid at the rate of time and one-half (1-1/2) commencing at the time the employee reports to work. During this period one (1) employee may be allowed to take vacation in increments of no more than five (5) consecutive vacation days. The employee on vacation may be on call either the preceding or succeeding Saturday/Sunday, but not both.

Town Hall full time employees will generally work from 8:30 A.M. until 4:30 P.M. unless assigned otherwise.

Part-time and seasonal and temporary employees will work the hours assigned by their supervisor. Full-time employees will be given a 15-minute break to be taken as the work permits. A one-half hour non-paid lunch period will be taken by all employees working six (6) or more hours in a day.

SECTION 3.09 - PERFORMANCE EVALUATIONS

All employees are expected to satisfy or exceed the levels of performance required of the positions in which they are employed. Employee performance will be reviewed annually or more frequently if deemed appropriate by the Town Administrator or Department Head. An employee must maintain reasonable standards of work quality, consistent with experience, and must accomplish work within the time limits established by an employee's direct supervisor or Department Head. Employees who do not satisfy the level of performance required by the Town, who exhibit poor performance, or who are unable to work with other employees, may be disciplined, up to and including termination.

Performance evaluation reports may be considered in the decisions affecting placement, employment status, salary adjustments, promotions, demotions, dismissal, re-employment, training, and other job-related actions.

Some of the job factors that are reviewed may include: accuracy, quality of work, quantity of work, dependability, adaptability, job knowledge, organization, judgment, initiative, cooperation, ability to get along with others, public service mindset, attitude and attendance. It is the employee's responsibility to improve his or her performance. The practices for departments or positions for the evaluation process may vary.

The first ninety (90) calendar days of employment are considered to be an orientation/introductory period. It offers the Town an opportunity to review an employee's skills, ability, and attitude. At the end of the first 90 calendar days of employment an evaluation will be prepared by the Department Head. Employees terminating or resigning during the orientation/introductory period will not be eligible to be paid for sick days. After completing the orientation period, Town employees continue to be at-will employees and may terminate or be terminated at any time for any reason with or without notice.

SECTION 3.10 - SEPARATION FROM EMPLOYMENT

(a) Categories of Separation

1. Retirement: Separation from employment with the Town shall occur by retirement under the provisions of the Wisconsin Retirement System (WRS).
2. Upon the death of the employee: In the case of death, the employee may be eligible to receive earned but unused vacation, holidays, or sick leave as provided by the terms of this Handbook. Any final payout of an employee who has died while employed will be done in accordance with applicable law and Wisconsin State Statutes.
3. Resignation with Notice: If an employee decides to leave the Town, then the employee is expected to advise the Town in writing at least two (2) weeks prior to his or her date of departure so that an orderly transition can be made. Department Heads and all supervisory personnel are requested to give four (4) or more weeks' notice. The Town reserves its right to terminate the employee before that date. The employee will be paid all proper compensation up to his or her final day of employment. In addition, the Town will pay any accrued but unused vacation, holidays, and sick leave as is required by this Handbook. At retirement or separation with notice, the employee shall be paid for accumulated sick days, in accordance with the following schedule:

<u>Length of Employment</u>	<u>Percentage (%)</u>
0 through 9 th year	0%
Start of 10 th year	50%
Start of 11 th year	60%
Start of 12 th year	70%
Start of 13 th year	80%
Start of 14 th year	90%
Start of 15 th year	100%

4. Resignation without Notice: If an employee decides to leave the Town and the employee fails to provide written notice at least two (2) weeks prior to his or her date of departure, then the employee's resignation will not be treated as a Resignation with Notice and will result in the nonpayment of any accrued but unused vacation and sick leave benefits. The Town reserves its right to terminate the employee before the chosen date. The employee will be paid all proper compensation up to his or her final day of employment, but the employee will not be paid any accrued but unused vacation or sick leave.
5. Termination: If the Town decides to terminate an employee for reasons other than for violating policies or rules, then the employee will be notified of the Town's decision. The employee will be paid all proper compensation up to his or her final day of employment and any accrued but unused vacation as is required by this Handbook.
6. Termination for a Policy or Rule Violation: Should an employee be terminated for a violation of the policies and rules, then the employee will not be paid for any accrued but unused sick leave or vacation benefits.

(b) Final Paycheck

An employee who resigns or who is terminated will receive his or her final paycheck on the next regularly scheduled payday along with information regarding insurance continuation and other benefit plans as is provided per this Handbook.

(c) Exit Interview

In all cases of separation of employment, an exit interview may be conducted by the Town.

(d) Return of Property, Records, Forms

Upon separation, the employee must return all property, records and complete required forms prior to receiving final payment for compensation or payment for any accrued vacation or sick leave as may be required by this manual.

SECTION 3.11 - PERSONNEL FILES

(a) Maintenance of Records

The Town Administrator shall be responsible for the maintenance of the official personnel files for all Town employees. These files shall be confidential and contain the complete employment history of each employee during employment with the Town. The personnel files will generally contain, but are not limited to the following information: employment applications, commendations, education and special training received, reprimands, performance evaluations, wage data, promotions and other relevant personnel documents. The privacy of employee personnel files will be governed and administered in accordance with Federal and State law.

(b) Employee Rights

Employees are permitted to inspect and copy any material which is contained in their personnel file, provided that they submit a written request to the Department Head and Town Administrator.

(c) Modifying Personnel File Information

If factual information is demonstrated to be incorrect by the employee, it will be corrected. If an employee disagrees with certain items in his/her file, he/she may submit a concise statement of disagreement for inclusion in his/her personnel file.

It is important that each employee immediately notify the Town Clerk or their Department Head in the event of any change in status. This assists us in keeping all information in your personnel file current. Employees should report any changes in name, mailing address, telephone number, marital status, number of dependents, beneficiary designations, and who to notify in case of an emergency.

SECTION 3.12 - COMMERCIAL DRIVERS LICENSE

Employees of the Public Works and Parks Department are required to obtain and maintain Classes A, B, C & D Commercial Driver's License (CDL). Those employees who are required to have a Class ABCD CDL and have the CDL revoked by the Department of Transportation shall notify their supervisors immediately. Employees who lose their CDL may be allowed to remain on the job provided that the Public Works Director or Parks Director determines, with the approval of the Town Board, that there is other work that the employee can perform or the employee obtains an occupational CDL license. If no other work is available, the employee may be terminated or put on a voluntary layoff for a period not to exceed three (3) months. During the three (3) month layoff period, if the employee has his CDL reinstated or obtains an occupational CDL driver's license the employee may be allowed to return to work at the Town's option. If the employee does not have a CDL license at the expiration of the three (3) month period, the employee may be retained or terminated at the Town's option. Employees shall pay the cost of renewing a CDL.

ARTICLE IV. EMPLOYEE BENEFITS

SECTION 4.01 - FEDERAL AND STATE TAX IMPLICATIONS

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

SECTION 4.02 - VACATION LEAVE

Vacation is provided to employees to provide time off from work to relax without loss of income. Vacation benefits will not be earned until after the employee completes one year of continuous service. Vacation time will be accrued each month based on the leave schedule below.

(a) Eligibility

Full and part-time employees working at least 25 hours per week are eligible for benefits. Part-time employees at the Town Hall Office are eligible for benefits if they work at least 50% of the required full-time hours. At this time, the full-time employees work a 37.5-hour weekly schedule and part-time employees must work an average of at least 18.75 hours per week to be eligible for benefits.

Eligible part-time employees receive vacation on a pro-rata basis.

Eligible employees receive vacation after one year of service.

(b) Leave Schedule

Full time employees shall be granted vacations with pay as follows:

- Two weeks (80 hours or 10 working days) after one year of service.
- Three weeks (120 hours or 15 working days) after six years of service.
- Four weeks (160 hours or 20 working days) after twelve years of service.
- Four weeks (160 hours or 20 working days) plus one day per year to a maximum of five weeks after thirteen years of service.

(c) Accrual

Employees (except for FT FD) will be granted a new vacation leave bank on January 1. However, vacation benefits shall be accrued on a calendar year basis at a rate of 1/12 of the employee's authorized vacation for each full month of employment. A full month of employment is any month in which the employee has been in paid status or on an unpaid leave of absence of less than 15 calendar days per month. Paid status includes regular pay, sick leave pay, vacation pay, funeral leave pay and holiday pay. After completion of one year of employment, employee will receive two weeks of vacation leave, which may be used for the remainder of the calendar year.

Incremental increases of vacation benefits in subsequent years (1, 6, and 12 years of employment) shall be similarly prorated during the year in which the anniversary occurs. Effective January 1 of the year following the employee's completion of more than one (1) year (or any other anniversary set forth herein), the employee shall receive the full vacation benefit set forth in this provision.

(d) Scheduling

Vacations must be scheduled at the mutual convenience of the employee and the Town. The Town reserves the right to deny vacation requests when scheduling does not permit. Generally, employees are not allowed to take more than two weeks of consecutive vacation time; however, if an employee does need to take more than two weeks of consecutive vacation time, the employee should discuss this with, and seek approval from, his/her Department Head.

In order to accommodate vacation requests, employees are required to give a minimum of fourteen (14) days' notice for any vacation requests within that year. All vacation requests must be in writing and submitted to your Department Head. The Town will attempt to grant any such requests in an equitable manner so as to distribute "choice days" among all employees in the applicable department. In addition to taking into account the days that an employee received in the past for his/her vacation, the length of service will be a determining factor in cases of conflicts in vacation requests.

Vacation scheduling will be determined on a departmental basis. When scheduling, your Department Head will consider your personal preferences, length of service, and the needs of his/her department.

All employees are paid for vacation time on the regular payday. No advance payments will be made.

(e) Payment In Lieu of Vacation

Payment in lieu of vacation time will not be granted, unless the employee retires or voluntarily leaves employment of the Town with the required amount of notification, vacation time will be paid out at the rate of pay currently earned by the employee in accordance with the guidelines stated in Section 3.11(a). An employee who terminates employment prior to completing one year of continuous service shall not be eligible for any payment of accrued vacation.

(f) Unused

There may be unusual or extenuating circumstances that will not permit an employee to exhaust all of his/her vacation leave by the end of the calendar year. In those circumstances, a request to carry over earned but unused vacation must be made to the Department Head. Such request shall specifically document the unusual or extenuating circumstance, and the anticipated dates for the vacation leave. No employee shall be permitted to carry over any unused vacation leave remaining on December 31, into the following calendar year without the written permission of the Department Head. If approval of the vacation carry over is not granted by the Department Head, the employee will lose that part of the vacation benefit not used in the calendar year. Vacation is intended to be used during the year in which it is earned. However, if approved by a Department Head, no more than two weeks (80 hours) may be accumulated and carried over to the next year.

(g) Use of Vacation Time

Employees shall not elect to take unpaid time off in an effort to save paid vacation days, except to the extent permitted by law.

SECTION 4.03 - SICK LEAVE

(a) Regular Full-Time Employees

After the orientation/introductory period, regular full-time employees will earn one day of sick leave with pay for completion of employment every two months, or a total of six days per year accumulative to a maximum of one hundred twenty (120) days.

New, regular full-time employees will accrue one day of sick leave every two months during the orientation/introductory period, but they will not be awarded the sick leave until after the orientation/introductory period ends. Employees terminating or resigning during the orientation/introductory period will not be eligible to be paid for sick days.

(b) Regular Part-Time Employees

Sick leave for Regular part-time employees who work an average of twenty (25) hours per week or more shall be granted by prorating the amount of time worked compared to the sick leave received by full-time employees.

(c) Sick leave is subject to the following rules:

- Sick leave shall not be considered as an entitlement which an employee may use at his/her discretion. It shall be allowed only for actual sickness of the employee, to meet medical or dental appointments, or because of illness in the employee's immediate family which necessitates his/her absence from employment. "Immediate Family" shall be defined as defined in the State and/or Federal FMLA.

- Employees shall make every reasonable effort to schedule medical appointments at the least disruptive time in accordance with departmental needs, so as not to conflict with the work schedule of the day.
- No pay for sick leave exceeding three (3) consecutive days shall be granted to an employee except upon presentation of a physician's certificate, or where exempted by the Department Head.
- At the discretion of the Department Head, the employee may be required to submit a physician's certificate to confirm that the employee was ill and be eligible for sick pay for leave taken immediately before or after a holiday, weekend, or vacation. If such a certificate is not provided, any pay granted for such leave may be deducted from the next paycheck.
- In order to receive paid sick leave, an employee shall notify his/her immediate supervisor of his/her absence no later than one-half (1/2) hour before the start of the normal workday, unless the employee is unable to do so because of circumstances beyond the employee's control. The employee must indicate the reason for the absence, and if the call is late, the reason the employee could not contact his/her supervisor at least one-half hour before the employee's scheduled starting time.
- The Town Administrator or Department Head may investigate the alleged illness of an employee absent from work on sick leave. False or fraudulent use of sick leave shall be cause for disciplinary action up to and including dismissal.

SECTION 4.04 - HOLIDAYS

The following shall constitute holidays recognized for observation and pay purposes by the Town. However, the Town may decide to work on a holiday, depending upon job requirements.

- New Year's Eve
- New Year's Day
- Good Friday / Floating Holiday
- Memorial Day
- Independence Day
- Day Before or After Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve
- Christmas Day

The following provisions apply regarding holidays observed by the Town:

- Career Full Time Fire Department employees, who are required to work on a holiday, will be given another day off as determined by the Fire Department administration.
- A minimum of two Town Hall staff is required to work Good Friday due to the Spring Election and/or issuing compost site passes. Town Hall staff who chose to stay and

work Good Friday shall be granted a floating holiday to use at their discretion. Public Works and Parks Department also have this option when it comes to plowing or if there is an emergency where they are required to work.

SECTION 4.05 – PERSONAL DAYS

The Town will grant, in addition to the holidays listed above, two additional personal days off per year. If employment commences after June 30 only one personal holiday will be granted for the balance of the calendar year.

SECTION 4.06 - WEEKENDS

In most cases, when one of the above holidays falls on Saturday or Sunday, it may be observed on the preceding Friday or following Monday, respectively, depending on department requirements.

SECTION 4.07 - MILITARY / RESERVE LEAVE

The Town complies with the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and will grant military leave to all eligible full-time and part-time employees. Military leave may be granted to full-time and part-time employees for a period of four years plus a one-year voluntary extension of active duty (five years total) if this is at the request and for the convenience of the United States government.

As with any leave of absence, employees must provide advance notice to their supervisor of their intent to take a military leave and must provide appropriate documentation unless giving such notice is impossible, unreasonable, or precluded by military necessity.

An employee's salary will not continue during a military leave unless required by law. However, employees may request to use any vacation time accrued during military leave. Eligible employees can elect continued health benefits while out on a military leave of absence. If an eligible employee elects continuation coverage and the employee's leave is 30 days or less, the employee will be required to pay their normal portion of the cost of benefits. For leaves of 31 or more days, eligible employees will can continue health benefits under COBRA and will be required to pay 102 percent of the total cost of their health benefits if they wish to continue benefits.

Upon return from military leave, employees will be reinstated with the same seniority, pay, status, and benefit rights that they would have had if they had worked continuously, except to the extent permitted by law. Employees whose military leave was less than 31 days must report for reemployment at the beginning of the first regularly scheduled workday that is at least eight hours after the employee returns home. However, if reporting in that time frame is impossible or unreasonable through no fault of the employee, then the employee must report for reemployment as soon as possible after the eight-hour period. If the employee's military leave was 31 to 180 days long, the employee must submit an application for reemployment within 14 days following completion of military service. However, if applying in that time frame is impossible or unreasonable through no fault of the employee, then the employee must submit an application for reemployment on the next first full calendar day when applying for reemployment becomes

possible. If the employee's military leave was longer than 180 days, the employee must generally submit an application for reemployment no later than 90 days following completion of service. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.

If employees are reservists in any branch of the Armed Forces or members of the National Guard, they will be granted time off for military training. Such time off will not be considered vacation time. However, employees may elect to have their reserve duty period be considered as vacation time to the extent they have such time available.

SECTION 4.08 - FUNERAL LEAVE

Each employee of the Town shall have the right upon a death in the family to be granted leave of absence with pay as follows:

- In the event of a death of a member of your immediate family (spouse, son, daughter, mother, father, sister, brother, stepparent, stepchild, stepbrother/sister, grandparent, grandchild, and in-laws), an employee will be granted time off with pay up to a maximum of three (3) days for the express purpose of preparation for and attendance at the funeral. In the case of other family members, one day of unpaid leave is allowed. If additional time is necessary, vacation days may be used provided the employee is eligible for vacation time.
- Notice and prior approval must be obtained by the Department Head as soon as the employee determines that he/she will be absent. The Town reserves the right to request substantiation of any death in an employee's immediate family and/or confirmation of an employee's attendance at a funeral.
- Department Heads, with the consent of the Town Administrator, may authorize expanded use of funeral leave as special circumstances may warrant.
- Exceptions to the length of leave shall depend upon the circumstances and shall be subject to the approval of the Department Head. In no event will an employee be required to work on the day of the funeral of the family member, as defined herein.
- The leave provided for in this section shall only apply to regularly scheduled work days.

SECTION 4.09 - JURY DUTY

The Town encourages all employees to be civic minded. All hourly employees will be compensated by the Town for their time off to serve on a jury based on their regular rate of pay for their regularly scheduled hours for each day they serve on the jury.

Leave of absence for jury duty, or for mandated court obligations or appearances before a public body in connection with Town business, will be granted with pay. Proof of court service and compensation will be required, so employees must retain all receipts. In the case of jury duty, employees will receive their regular straight-time wage for scheduled straight-time hours during

the period of absence provided that the payment received for jury duty, less parking expenses, is returned to the Town. When an employee is not assigned to a case, or is released from jury duty before the normal quitting time, the employee shall return to work unless excused by his /her supervisor.

SECTION 4.10 - VOTING LEAVE

If an employee cannot vote at his/her assigned polling place either before or after the employee's scheduled work hours for reasons outside of the employee's control, the employee will be permitted up to three (3) consecutive hours of unpaid time off at the beginning or end of the workday to vote. Time absent from work may only be used to travel to and from the employee's assigned polling place and to vote. Employees should make their requests for time off to vote no later than twenty-four (24) hours in advance of Election Day. Every effort should be made to vote either before or after the employee's normal work day. The employee may use vacation or personal time off to be paid for the time away from work in lieu of unpaid leave.

SECTION 4.11 - ADVERSE WEATHER LEAVE

All employees are expected to report to work during adverse weather conditions, particularly those employees in the Public Works Department. However, if adverse weather conditions prevent Town Hall employee from coming to work, prevents him/her from coming to work on time, or requires him/her to leave work early, the employee must make the time up or, if a non-exempt employee, take the time off without pay. The employee may elect to use accrued vacation, compensatory time, or personal time to receive time off with pay, consistent with department policy. If the Town Hall is closed by order of the Town Administrator or his designee, then the employee will be compensated fully for any hours missed.

SECTION 4.12 - FAMILY AND MEDICAL LEAVE

(a) Introduction

The federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA) provide employees with the right to take unpaid leave when employees need time off from work to care for themselves or a family member with a serious health condition or to care for a newborn or newly adopted child. The FMLA also provides employees with the right to take unpaid leave when employees need time off from work due to a qualifying exigency arising as a result of a family member being on covered active duty (or notified of an impending call or order to covered active duty) in the Armed Forces or to care for a family member who is a covered servicemember with a serious injury or illness.

(b) Eligibility for Leave

WFMLA:

- Employee must have worked for the Town for more than 52 consecutive weeks; and
- Employee must have worked for the Town for at least 1,000 hours during the 52-week period preceding beginning of the leave.

FMLA:

- Employee must have worked for the Town for at least 12 months; and
- Employee must have worked for the Town for at least 1,250 hours of service during the 12-month period preceding the beginning of the leave.

(c) Amount of Leave Available

WFMLA:

Employees are allowed up to 10 workweeks of unpaid leave in a calendar year as follows:

- Up to 6 weeks of unpaid leave for the birth or adoption of a child.
- Up to 2 weeks of unpaid leave for the care of a child, spouse, domestic partner, parent, parent –in-law, or parent of a domestic partner with a serious health condition.
- Up to 2 weeks of unpaid leave for the employee's own serious health condition that makes the employee unable to perform his or her duties.

FMLA:

Employees are allowed up to 12 workweeks of unpaid leave in a calendar year for any combination of the following:

- Birth, adoption placement, or foster care placement of the employee's child.
- To care for the employee's spouse, child or parent who has a serious health condition.
- For the employee's own serious health condition that makes the employee unable to perform the functions of his or her position.
- Due to any qualifying exigency arising as a result of the employee's spouse, child, or parent being on covered active duty in the Armed Forces ("covered active duty" means duty during the deployment with the Armed Forces to a foreign country in the case of a member of a regular component of the Armed Forces or during the deployment with the Armed Forces to a foreign country under a call or order to active duty in the case of a member of a reserve component of the Armed Forces) or being notified of an impending call or order to covered active duty in the Armed Forces.

Under the FMLA, employees are allowed up to 26 workweeks of unpaid leave in a single 12-month period to care for their parent, spouse, child or next of kin who is:

- a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred or aggravated in the line of duty that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation or therapy, is in outpatient status or is on the temporary disability retired list or
- a veteran (as that phrase is defined by applicable law) who has a serious injury or illness incurred or aggravated in the line of duty, subject to some additional requirements, for which the veteran is undergoing medical treatment, recuperation or therapy.

Employees are entitled to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period when an employee takes leave to care for a covered servicemember, provided that the employee is entitled to no more than 12 workweeks of leave for one or more of the other FMLA-qualifying reasons listed above.

Spouses who are both employed by the Town are limited to a combined total of 12 workweeks of FMLA leave during any 12-month period if the leave is taken for birth or placement of a child for adoption or foster care or to care for a parent with a serious health condition.

Spouses who are both employed by the Town are limited to a combined total of 26 workweeks of FMLA leave during the single 12-month period (applying to the covered servicemember family leave) if the leave is taken to care for a covered service member with a serious injury or illness or if a combination of leave is taken to care for a covered service member with a serious injury or illness and for birth or placement of a child for adoption or foster care or to care for a parent with a serious health condition. However, if the leave taken by the spouses includes leave for birth or placement of a child for adoption or foster care or to care for a parent with a serious health condition, then the combined 12 workweek limitation shall apply to that leave.

Leave under the WFMLA and FMLA will run concurrently under circumstances where an employee's use of leave qualifies under both laws. Under the WFMLA, leave may be taken in non-continuous or intermittent blocks or increments for the birth or placement of a child for adoption, provided that the last increment of leave begins within 16 weeks of that birth or placement. WFMLA and FMLA leave may be taken in non-continuous increments to care for a family member with a serious health condition or for the employee's own serious health condition when medically necessary. FMLA leave may be taken in non-continuous increments for qualifying exigencies. Medical or family care-taking leave should be planned so as not to unduly disrupt the Town's operations.

(d) Serious Health Condition

Under the FMLA, a "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacitation of more than three consecutive calendar days and subsequent treatment combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, a period of incapacitation due to pregnancy or for prenatal care, a period of incapacitation or treatment due to a chronic condition, a period of incapacitation for a permanent or long-term condition, or a period of absences to receive multiple treatments for certain conditions. "incapacitation" means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

Under the WFMLA, a "serious health condition" is defined as a disabling physical or mental illness, injury, impairment or condition involving inpatient care in a hospital, hospice, or nursing home or outpatient care that requires continuing treatment or supervision by a health care provider.

(e) Notifying the Town of Your Need for Family or Medical Leave

In the event an employee would like family or medical leave, the Town must be notified, in writing, at least fifteen (15) days before the date on which leave is to begin, except in the case of an emergency. The Family and Medical Leave Request Form is available from the Deputy Clerk. In an emergency situation, notice must be given as to the need for leave as soon as possible. The failure to timely notify the Town of the need for leave may result in the delaying of leave until proper notice is received. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town's operations.

(f) Health Insurance

The employee may continue to receive health insurance coverage while on a family or medical leave by paying the regular cost of coverage for active employees. Other employment benefits will also be continued during the leave. An employee must notify the Town of his or her intent to continue health insurance coverage while on leave. In some instances, the Town may recover the cost of the employer's contributions towards the employee's group coverage made during the FMLA/WFMLA leave period if the employee fails to return to work upon the conclusion of the employee's leave.

(g) Substitution

The Town requires employees to substitute accrued paid leave for unpaid FMLA leave. Employees may elect to substitute accrued paid leave for unpaid WFMLA leave. Worker's compensation leaves will run concurrently with any FMLA/WFMLA leave.

(h) Certifications

An employee taking leave involving the serious health condition of the employee or the employee's family member, or the serious injury or illness of a covered servicemember will be required to provide medical certification completed by a health care provider within 15 days of the Town's request for certification. Health Care Provider Certification Forms are available from the Deputy Clerk. Employees must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified. The Town may request that an employee provide additional health care provider certifications from a health care provider chosen, and paid for, by the Town. The Town may also request that an employee recertify as to the continuation of the serious health condition at various points in time, at the expense of the employee.

An employee taking leave due to a qualifying exigency arising as a result of the employee's spouse, child or parent being on covered active duty in the Armed Forces or being notified of an impending call or order to covered active duty in the Armed Forces may be required to provide documentation verifying the need for such leave. In such instances, the employee is required to provide the requested documentation within 15 days of the Town's request for the documentation.

(i) Return to Your Position at End of Leave

At the end of an employee's family or medical leave, he/she will be returned to his/her former position or, if the position is filled, to equivalent employment with the Town. If an employee wants to return to work before his/her leave is to end, and work is available, the employee must notify the Town two (2) days prior to the desired return date. If the reason for leave was due to the serious health condition of the employee, a medical release must be provided to the Town before the employee returns to work.

(j) Failure to Meet Policy Requirements

If you fail to meet the requirements of this Policy for family or medical leave, your request for leave may be denied or delayed until the requirements are met.

SECTION 4.10 - EXTENDED MEDICAL LEAVE

If an employee requires a medical leave of absence beyond what is provided for under the Wisconsin Family and Medical Leave Act or the Federal Family and Medical Leave Act, such absence in any calendar year will be subject to the Town's Extended Medical Leave Policy. If the employee is not eligible for Wisconsin Family and Medical Leave or Federal Family and Medical Leave, or if, after exhausting the allotted amount of accrued paid time, the employee is still unable to return to work due to a serious health condition, the employee may apply in writing to the Department Head or Town Administrator or Library Board for an Extended Medical Leave of Absence. The written request must state the reason for the leave and the requested duration. Although medical leave may be extended by the Town under this policy, such Extended Medical Leave will no longer be governed by the Wisconsin Family and Medical Leave law or the Federal Family and Medical Leave law, but will instead be governed by the rules set forth below. Medical leaves under this policy must be of at least five (5) consecutive working days in duration. Absences of less than five (5) consecutive working days will not be treated as an extended medical leave of absence.

At the time the employee requests an Extended Medical Leave, medical document supporting the need for leave must be provided. Requests for unpaid leaves of absence may be granted at the discretion of the Town.

If an employee is not able to return to work upon the expiration of an approved leave of absence, the employee may request an extension of the leave, in writing, to the Department Head or Town Administrator or Library Board. The request must be submitted at least 5 days prior to the expiration of the leave, or as soon as the employee knows of the need for an extension if 5 days' notice is not possible. Such extensions may be granted at the discretion of the Town.

Before returning from an Extended Medical Leave, the employee must notify the Town. The employee must also provide a written doctor's release authorizing his or her return to work. The Town reserves the right to secure a second medical opinion at its expense.

Normally, leaves of absences are granted with the understanding that upon the expiration of an approved leave of absence, the employee will be returned to his or her former position. However, this will depend on factors such as the length of the approved leave, estimated return to work date, and employee's position. There is no absolute guarantee of a return to work after an unpaid leave of absence. If the former position is not available as determined by the Town, or if the employee is unable to return to work in the same capacity, the employee may be reassigned to a new position at the discretion of the Town, if there is a vacant position for which the employee is qualified, or the employee may apply to transfer to an open position.

Any Extended Medical Leave provided by the Town is unpaid. Eligible employees may continue his/her health insurance by paying the entire monthly premium to the Town in accordance with applicable law.

Vacation benefits will not accrue during the period of time lost during the leave. No holiday pay will be paid to any employee on a medical leave of absence.

SECTION 4.11 - HEALTH INSURANCE

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(a) Policy

The Town provides group care health insurance plans to all full-time employees and part-time employees working at least 25 hours per week, if permitted by the Town's insurance carriers. Coverage is offered either on a single or family plan. The amount of employee and Town contributions is determined by the Town Board and is subject to change.

(b) Contribution

- (i) For employees hired prior to October 22, 2012:
 - a. SINGLE PLAN: Employee shall pay 25% of the premium.
 - b. FAMILY PLAN: Employee shall pay 25% of the premium for the employee's coverage and 32.5% of the spouse and/or children(s) premium.
- (ii) For employees hired after to October 22, 2012:
 - a. SINGLE PLAN: Employee shall pay 25% of the premium.
 - ~~b.~~ FAMILY PLAN: Employee shall pay 25% of the premium for the employee's coverage and 50% of the spouse and/or children(s) premium.

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(c) Effective Dates

Health, Dental, Life & AD&D insurances will be effective beginning the first day of the month following 30 days employment, and continues through the month in which the final paycheck is received. Enrollment application must be completed and submitted to the Town Clerk within 30 days of beginning employment for new hires; 60 days of the qualifying event for current employees.

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(d) Retirement

The four (4) Town employees hired prior to 2000, upon retirement, the Town shall provide health insurance reimbursements for the employee with the following terms and conditions.

The reimbursement for eligible retirees will consist of any "out of pocket" premium costs paid by the retiree on an after-tax basis and shall be handled by a third-party provider or the Town directly. The amount of the reimbursement is limited to the amount of the premium paid by the Town towards the retiree's health insurance at the time the employee retired. Retirees must submit proof of payment before any reimbursement will be made under this paragraph.

- Three years of health insurance coverage if: the employee has completed at least twenty-five (25) years of full-time service; or

Five years of health insurance coverage if:

- the employee has completed thirty (30) years of full-time service;

The Town, in its sole discretion, reserves the right to modify or terminate the above described benefits at any time. No other employees are eligible for retiree health insurance.

(e) Change in Carriers

The Town has the sole discretion to determine what insurance benefits will be provided, the carrier to be selected, and the level of benefits to be offered.

(f) Health Savings Accounts (H.S.A)

The Town offers a Health Savings Account to those regular full-time employees who are on the Town's health insurance. These employees shall be paid quarterly, which will coincide with the last payroll of the current quarter. Employees taking Single Plans shall be paid \$2,000 per year. Employees taking Family Plans shall be paid \$2,750 per year.

SECTION 4.13 - WISCONSIN RETIREMENT SYSTEM PENSION CONTRIBUTION

The employee and Town shall pay a pension contribution to the Wisconsin Retirement System pension plan as authorized and established under the Wisconsin Statutes and rate schedule set by the Department of Employee Trust Funds. Employees generally qualify for WRS if they are expected to work 1200 hours per year if hired on or after July 1, 2011, and the employee is expected to be employed for at least one year (365 consecutive days) from employee's date of hire.

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SECTION 4.14 - DENTAL INSURANCE

The Town provides group care dental insurance plans to all full-time employees and part-time employees working at least 25 hours per week, if permitted by the Town's insurance carriers. Coverage is offered either on a single or family plan.

Eligible regular full-time employees shall be provided with dental insurance coverage as provided by the Town. The eligible employee shall pay 15% of the premium; the Town paying 85%. The eligible employee shall have the option of not being included on the program and shall sign a waiver indicating non-participation.

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SECTION 4.15 - LIFE INSURANCE / ACCIDENTAL DEATH & DISMEMBERMENT

The Accidental Death and Dismemberment (AD&D) portion is automatically included with Basic Life and provides the employee with additional insurance coverage for the loss of life or injuries sustained in an accident on or off the job. This insurance coverage is administered by United Health Care. Life Insurance is effective on the first day of the month following 30 days of employment. Basic coverage is paid 100% by the Town. Coverage is a flat \$25,000.

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SECTION 4.16 - DEFERRED COMPENSATION

Employees may elect, pursuant to Section 40.81, Wisconsin Statutes, to defer from each paycheck due him/her a specified amount by having the Town deduct such amount from his/her paycheck. The amount so deducted from an employee's paycheck shall be deposited by the Town to the account of the employee for accumulation and earning under the deferred compensation plan provided by the deferred compensation plan selected by the employee. The amount so deferred shall be ordered by a written direction by the employee to the Town. An employee participating in a deferred compensation plan may change the amount of the deduction by the Town or eliminate it by giving written notice thereof to the provider at least thirty (30) days in advance. An employee desiring to withdraw from the plan shall give the deferred compensation plan provider such prior notice as the provider may from time to time require.

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SECTION 4.17 - WORKERS' COMPENSATION

Workers' compensation is a form of accident and disability insurance to protect you in the event of a job-related injury or illness. Income contribution and medical benefits are provided. Premiums for this insurance are paid by the Town.

(a) Full Payment

An employee absent from work because of injury or illness sustained in the course of employment by the Town shall receive worker's compensation payment with such supplement in that amount so that the worker's compensation and the supplement together shall equal the employee's normal take-home pay, after income tax and payroll withholdings.

(b) Sick Leave

While on Workers' Compensation, sick leave will not accrue.

(c) Payments

The Town's procedure for payments under worker's compensation will be as follows:

- Any eligible employee receiving a check from the Town's insurance carrier for a worker's compensation claim will immediately provide the Town Administrator with a photocopy of the check and then retain the check for his/her own use. The Town will then provide a payment to the employee for the supplemental amount, such amount to be paid at the next regular payday after the employee provides proof of the insurance payment.
- Upon return to work after a work-related injury or illness, you may be required to provide certification from your treating physician verifying that you are able to safely perform your regular job functions.
- An injury on the job is considered anything from a cut requiring a band-aid to an injury requiring medical treatment. If you are injured on the job, you must follow the following procedure:
 1. Perform basic first aid;
 2. Immediately notify your Department Head regarding the injury;
 3. Seek medical attention if the condition warrants the medical attention.
 4. Complete a First Report of Injury form and submit it to your Department Head. The Department Head shall then submit it to the Town Administrator.

SECTION 4.18 - UNEMPLOYMENT COMPENSATION.

Town employment is covered by Wisconsin Unemployment Compensation laws.

SECTION 4.19 - UNIFORM AND SAFETY EQUIPMENT ALLOWANCE

The Town shall pay regular full time Public Works Department employees an amount not to exceed one hundred dollars (\$100) for safety equipment.

ARTICLE V. WAGE & SALARY ADMINISTRATION

SECTION 5.01 - PURPOSE

The purpose of salary administration is to fairly allocate each position to an appropriate grade or classification in such a way as to maintain equity between positions while taking into consideration factors as education, experience, problem solving, work environment, supervisory responsibilities and other related factors contributing to the nature of the position. It also sets initial hiring rates and salary ranges, procedures for increases, as well as, promotion and reclassification guidelines.

SECTION 5.02 - ROLES AND RESPONSIBILITIES

The development and administration of the compensation program is the responsibility of the Town Administrator. Salary adjustments are generally considered on an annual basis with sole approval of such adjustments remaining with the Town Board.

The following described compensation and benefits are listed for non-represented employees. Represented employees should refer to their contract for specific compensation and benefits that apply to them.

SECTION 5.03 - COMPENSATION FOR TEMPORARY JOB ASSIGNMENT

Appointment of personnel to a higher classification on a temporary basis in order to fill a vacancy is considered an "acting appointment." An employee holding an acting appointment may receive a temporary pay increase which is at the sole discretion of the Town Board.

SECTION 5.04 - PAY FOR REGULAR FULL-TIME EMPLOYEES

Unless salaried, regular full-time employees shall be paid his/her hourly rate times the number of hours worked. Time earned shall be calculated to the nearest quarter hour.

SECTION 5.05 - PAY FOR REGULAR PART-TIME EMPLOYEES

Unless salaried, regular part-time employees shall be paid his/her hourly rate times the number of hours worked. Time earned shall be calculated to the nearest quarter hour.

SECTION 5.06 - OVERTIME PAY

(a) Hourly Paid Employees

Nonexempt employees shall be compensated for actual time worked to a maximum of a 40-hour work week, which shall be inclusive of hours worked, vacation, and other authorized leaves. Nonexempt employees required to work additional hours in excess of forty (40) hours per week shall be paid overtime, either in wages or compensatory time off, depending upon the position, as determined by collective bargaining agreements or the employee's Department Head and subject to the provisions of the Fair Labor Standards Act. Overtime shall be paid at the rate of time and one half the employee's regular rate. The Department Head and Town Administrator shall have authority to control the amount and application of overtime. There may be times when it will be necessary for you to work overtime. Your Department Head will notify you as early as possible regarding the Town's scheduling needs.

There may be times when you would like to work overtime. However, prior authorization must be obtained from your Department Head before working overtime, so you must have your Department Head initial your time card to indicate that overtime has been authorized. Employees who work overtime without receiving advanced approval from a Department Head will be subject to discipline, up to and including termination.

An employee may request overtime hours to be accumulated as compensatory time (at one and one-half (1.5) times the number of hours of overtime worked) instead of being paid for those hours.

(b) Hourly Paid Employees - Vacation

When a hourly paid employee is called to work in an emergency and the employee is on a scheduled vacation, the employee shall be paid at the rate of time and one half for the time worked, and shall be offered an alternative date for the use of the vacation time.

(c) Hourly Paid Employees - Sundays and Holidays

Hourly paid employees who do work overtime hours on a Sunday or on an actual holiday (those specified in Section 4.04) will be paid at two (2) times the employee's regular salary.

(d) Salaried / Exempt Employees

Salaried exempt employees shall not earn overtime pay.

SECTION 5.07 - COMPENSATORY TIME

Compensatory time may be accumulated, provided however that the total accumulation shall not exceed eighty (80) hours in any calendar year. Any time in excess of eighty (80) hours will automatically be paid at the overtime rate of one and one-half (1.5) times the employee's regular rate.

At the end of each calendar year, any accumulated compensatory time not used will be paid to the employee.

Compensatory time may be used by full-time employees subject to the approval of the Department Head.

Each Department Head shall maintain records as to compensatory time accumulated, compensatory time used by the employee, and shall report such accumulation of the compensatory time and use of compensatory time to the Town Clerk, from time to time as requested.

(a) Hourly Paid Employees

Compensatory time off may be used, with Department Head approval by hourly paid employees to provide an alternate form of compensation for overtime hours worked.

Compensatory time off for hourly paid employees shall be granted in the same manner as overtime pay. Compensatory time off shall be granted at a straight time, one for one rate.

(b) Salaried Employees

Flex time off may be used by salaried exempt employees in order to provide some measure of compensation for those hours worked in excess of eight (8) hours per day and/or forty (40) hours per week. However, some overtime work is expected to be performed by salaried exempt employees, without the expectation of additional compensation. As such, no hour for hour accounting of compensatory time for exempt employees will be kept. However, salaried employees may be eligible for flex time as authorized by their respective supervisor(s). When flex time is granted it shall be granted at straight time; one for one rate.

(c) Use

Use of compensatory time off cannot be disruptive to the delivery of services to the public or to the smooth functioning of the organization.

(d) Abuse

The abuse of the compensatory time off or flex time privilege will result in the loss of this benefit.

SECTION 5.08 - TIME CARD REGULATIONS

It is important that accurate records of your hours are kept so that your paychecks will be correct. For this reason, all hourly-paid employees are required to accurately record their time each workday. To aid us in properly processing your paycheck, employees must observe the following rules:

1. Each employee should complete his/her time card only. If any employee is found to have completed it for another employee, both employees will be subject to discipline, which may include a written warning or termination.
2. Hourly employees in departments which use a timeclock must not punch in more than seven (7) minutes before the start of their shift, unless overtime has been previously authorized.
3. Each employee will be required to verify that the hours on his/her time card are accurate by signing the time card. Falsifying hours worked will result in discipline, up to and including termination.
4. Employees are to record the time out when leaving the work location for personal reasons.

5. An employee who leaves the premises during paid working hours without the permission of his/her Department Head, will be subject to disciplinary action.
6. The time cards shall be turned in to the Department Head as requested.

SECTION 5.09 - PAY PERIODS

The pay period for all regular full-time employees is bi-weekly, beginning on Sunday and ending fourteen days later on Saturday.

SECTION 5.10 - PAY CHECKS

Paychecks are issued bi-weekly for Town employees no later than the Thursday after the previous two-week pay period. The payroll deposit day may be delayed by a day due to a bank holiday. Elected Officials, and part-time Fire Department employees are paid monthly, on the second Monday.

Employees have the choice to use direct deposit or to receive a physical check. In general, deposits are made available to the employee's account the morning of the designated payday. It is the employee's obligation to make sure that all of their direct deposit information is current and to advise their Department Head and the Deputy Clerk-Finance whenever there has been a change in their bank or deposit information. Employees may only utilize one direct deposit bank account at a time.

SECTION 5.11 - PAYROLL DEDUCTIONS

Automatic payroll deductions shall be made as required by applicable State and Federal law. The following items are deductions that may be made from an employee's gross pay, although not all applicable to every employee and some are paid by the Town: Federal income taxes, State income taxes, FICA (Social Security), charity deductions, deferred compensation program deductions; wage assignments, health insurance deductions, and life insurance deductions. Improper wage deductions are prohibited by the Town. In the event an exempt employee is inappropriately deducted wages or desires to file an internal wage and hour complaint, the employee shall notify his or her direct supervisor immediately. The supervisor will work with the Town Clerk to investigate the complaint and to resolve the improper deduction issue and appropriately reimburse the employee, if warranted.

SECTION 5.12 - PAYMENT UPON TERMINATION

Upon the death, retirement, termination or resignation of an employee, the employee, or, in the event of death, the employee's spouse, other family member, or employee's estate as required by law, shall be paid at the rate of pay in effect upon termination for his/her salary through the last day of employment and any earned but unused or unpaid vacation entitlement, and holiday pay in accordance with this Handbook. Compensatory time will be paid out as required by applicable law. Unused compensatory time payout only applies to hourly paid employees.

ARTICLE VI. DISCIPLINARY ACTION AND CODE OF CONDUCT

SECTION 6.01 - DISCIPLINE

Discipline may result when an employee's actions do not conform with generally accepted standards of professionalism, when an employee violates a policy or rule, when an employee's performance is not acceptable, or when the employee's conduct is detrimental to the interests of the Town. Disciplinary action may call for any of four steps – verbal warning, written warning, suspension (with or without pay) or termination of employment – depending on the problem and the number of occurrences. There may be circumstances when progressive discipline is bypassed. Certain types of employee problems are serious enough to justify either a suspension or termination of employment without going through progressive discipline steps. The Town of Lisbon reserves the right, in its sole discretion, to impose disciplinary action as may be appropriate to the particular circumstances.

Whenever and wherever people work together, certain standards of reasonable conduct need to be established in order to maintain an orderly and efficient work environment. Corrective discipline is not intended to inflict punishment. The Town wants to take measures that are designed to correct whatever problem the employee has, and to make the employee aware of the importance of adhering to our operating policies and procedures. In some cases, it may be necessary to dismiss an employee because of the seriousness or continuation of unacceptable conduct.

The Town will attempt to administer discipline on a fair and equal basis to all employees. The following types of conduct are unacceptable in our work place and may be grounds for immediate dismissal. The following list does not constitute an entire list of conduct for which discipline may be imposed:

- Theft or misappropriation of Town or employee property, or any form of dishonesty
- Falsifying records or information
- Intentionally punching another employee's time card or falsifying a time card
- Refusal to follow the direct order of a Department Head or Town Board
- Fighting, immoral conduct, threats, intimidation or harassment of customers or employees
- Use or possession of alcoholic beverages on Town premises or off Town premises while on duty
- Reporting for work under the influence of drugs or alcoholic beverages
- Unauthorized possession of weapons or firearms on Town premises
- Absent three (3) consecutive work days without notice
- Excessive absenteeism
- Failure to report absences
- Habitual tardiness
- Working another job while absent
- Leaving the job without permission
- Excessive time at break periods
- Engaging in conduct or activities which serve to lengthen the healing period for a work-related injury
- Disclosing of confidential Town information, including the use of cameras on the premises
- Gambling on Town premises
- Sleeping on the job

- Theft of Town property
- Destruction or defacing of Town or employee property or equipment
- Misuse or unauthorized use of Town property
- Unauthorized solicitations or distributions
- Failure to promptly report defective equipment or safety hazard
- Failure to report injury or accident immediately
- Horseplay or violation of safety rules
- Engaging in conduct which creates an unsafe work environment
- Failure to complete reports promptly and accurately
- Discourteous treatment of customers or the use of profanity or threatening language

The Town's disciplinary procedure and corrective action program is designed to encourage individuals to become satisfactory employees, rather than punish them. Corrective action may take the form of:

1. Verbal warning;
2. Written warning;
3. Suspension; and/or
4. Termination.
5. Based on the severity of the incident, as determined by the Department Head or Town Board, the verbal warning and/or written warning may be bypassed and the employee terminated. Because it is impossible to list every conceivable infraction, these guidelines can be amended by the Town within its total discretion at any time. The Town further reserves the right to add to, modify, or eliminate any rule when circumstances require a change.

SECTION 6.02 - GRIEVANCE PROCEDURE

(a) Policy

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

1. "Employee discipline" includes all levels of progressive discipline, but shall not include the following items:
 - Placing an employee on paid administrative leave pending an internal investigation;
 - Employee counseling, meetings or other pre-disciplinary action;
 - Actions taken to address work performance, including use of a performance improvement plan or job targets;

- Nondisciplinary demotion, transfer or change in job assignment; or
 - Other personnel actions taken by the Town that are not a form of progressive discipline.
2. "Employee termination" shall include action taken by the Town to terminate an individual's employment for misconduct or performance reasons, but shall not include the following personnel actions:
- Voluntary quit;
 - Layoff or failure to be recalled from layoff at the expiration of the recall period;
 - Retirement;
 - Job abandonment, "no-call, no-show", or other failure to report to work; or
 - Separation from employment due to medical condition, lack of or license, or other inability to perform job duties.
3. "Workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

(a) Written Grievance

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

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

(b) Steps of the Grievance Procedure

Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance. If a complaint or question is not resolved after discussing the issue with an immediate supervisor, then the employee should follow the steps listed below.

Step 1 – Written Grievance Filed with the Department Head

The employee must prepare and file a written grievance with the Department Head within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his or her decision, if

possible, within ten (10) business days of receipt of the grievance. If the investigation and the Department Head's decision cannot be completed within this timeframe, the Department Head's decision will be rendered as soon as reasonably practicable. In the event the grievance involves the Department Head, the grievance shall be filed with the Town Administrator, who shall conduct the Step 1 investigation. If the grievance involves the Town Administrator, then the grievance shall be filed with the applicable departmental liaison on the Town Board. If the grievance is filed with the Town Board liaison, then the liaison shall designate an investigator for purposes of completing Step 1.

Step 2 – Written Grievance Filed with the Town Administrator.

If the grievance was originally filed with the Town Administrator or the Town Board departmental liaison under Step 1 and the grievance is not settled at Step 1, then the employee may appeal the grievance in writing to the party conducting the investigation under Step 1 and proceed directly to Step 3 by appealing the grievance in, in writing, within (5) business days following receipt of the decision under Step 1.

If the grievance is not settled at Step 1, the employee may appeal the grievance, in writing, to the Town Administrator within five (5) business days following receipt of the Department Head's decision from Step 1. The Town Administrator or his/her designee will review the matter and inform the employee of his/her decision, if possible, within ten (10) business days of receipt of the grievance.

Step 3 – Impartial Hearing Officer

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

Step 4 – Review by the Town Board

If the grievance is not resolved after Step 3, the employee or the Town Administrator shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the Town Board. The Town Board shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The matter will be scheduled for the Town Board's next regular meeting, or as soon as otherwise possible. The Town Board will inform the employee of its findings and decision in writing within ten (10) business days of the Town Board meeting. The Town Board shall decide the matter by majority vote and this decision shall be final and binding.

(c) Time Limits

An employee may not file a grievance outside of the time limits set forth above. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. An employee must process his/her grievance outside of normal work hours, unless the employee elects to use accrued paid time (vacation, comp time etc.) in order to be paid for time spent processing his/her grievance through the various steps of the grievance procedure.

(d) Cost of Grievance

The employee and Town shall pay their own costs associated with handling the grievance. The fees, if any, associated with the hearing officer shall be paid by the Town.

ARTICLE VII. LAY-OFFS AND FURLOUGHS

SECTION 7.01 - POLICY

Reductions in workforce may occur through layoffs or furloughs, in addition to attrition or position elimination or modification. The Town Administrator or Library Director with approval by the Town Council or Library Board will determine the departments, number of positions, and the Department Heads shall determine the persons impacted by the reduction in force.

SECTION 7.02 - PROCEDURE

(a) Method

In the event of a reduction in workforce through layoff or furlough, affected employees will be laid off or furloughed based on skills, abilities, qualifications, and the interests and needs of the Town. If, in the sole judgment of the Town, the skills and abilities of two qualified individuals are equal and the needs of the Town do not necessitate retaining one employee rather than another, then seniority shall be the determining factor.

(b) Recall

When vacancies exist, an attempt may first be made to fill them by recall of employees who have been laid-off within the prior two years within a department. If there is more than one person who has been laid off by the Town within the prior two years, recall may be the reverse order of lay-off.

ARTICLE VIII. RULES OF CONDUCT

SECTION 8.01 - POLICY

A certain number of rules are necessary at work. Rules are not meant to restrict employees but are established from time to time to govern conduct while at work. Any employee who violates any Town policy, procedure, rule, or regulation, whether written or unwritten, shall be subject to disciplinary action which may include verbal warnings, written warnings, suspension with or without pay, work restrictions, termination or any other form of discipline deemed necessary. The nature of the discipline will depend upon the nature and severity of the violation and the surrounding circumstances.

The following are rules of conduct employees of the Town of Lisbon are expected to adhere to. The following are guidelines. Individual departments may have rules of conduct that differ from these and employees are expected to know and follow those policies as well.

SECTION 8.02 - PUBLIC CONTACT

The major responsibility of employees is to serve the public. The residents of Lisbon are considered your employers and are entitled to courtesy, prompt service, and impartial attention.

SECTION 8.03 - PERSONAL APPEARANCE

Your personal appearance is also important. The neat, well-groomed and appropriately dressed employee, as determined by each department, creates the best impression. Always keep in mind that every time an employee has a business or personal contact with the public some kind of impression is registered. All these impressions, when combined, create the reputation of the Town of Lisbon.

SECTION 8.04 - PUNCTUALITY AND ATTENDANCE

If an employee is going to be late or absent from work, he/she must notify his/her immediate supervisor as soon as possible, but no later than thirty (30) minutes prior to his/her starting time. It is the employee's responsibility to see that proper notification is given. Asking another employee, friend or relative to give this notification is not considered proper, except in emergency situations.

(a) Absences

If an employee is absent and does not call in, he/she will be assessed with an unexcused absence. If the employee is absent for three (3) consecutive days without calling, he/she will be presumed to have voluntarily quit and employment will be terminated.

The Town places great emphasis on good attendance. Frequent absence or tardiness places an extra burden on your co-workers. Only when you are dependably on the job can the Town carry out its schedules and meet the needs of our customers. Your individual contribution is important to the functioning of the organization.

Regular and predictable attendance is expected of every employee. It is your responsibility to be on the job on time each day, fully able and ready to work. Although there are justifiable reasons to take off from work, employment assumes the availability for work and excessive absenteeism, not including approved leaves, and/or excessive tardiness may lead to discipline, up to and including termination. An employee's unexcused absence record will also be taken into consideration when the Town reviews each employee for wage increases and promotions.

In the event of illness or other absence, the employee must notify his/her immediate Department Head at least 30 minutes before the employee's starting time each day of absence, and indicate the reason for the absence. Employees who provide the Town with timely notice of their absence and who are absent from work due to illness or injury for three (3) consecutive workdays may be required to submit a doctor's certificate or other medical authorization before being permitted to return to work. For Fire Department employees, a doctor's certificate may be required for an absence of any duration. For any prolonged absence, the Town requires that the employee "call in" once every three (3) consecutive days. Upon return, that employee must submit a certification of the prolonged illness from a health care provider. In some cases, an employee may be absent due to a reason for which Wisconsin Family or Medical Leave, Federal Family or Medical Leave, Extended Medical Leave, or Personal Leave is available to the employee. Please refer to the policies on leaves of absence. If an employee feels that he/she is entitled to a leave, he/she must notify the Town Administrator and Department Head by applying for it as set forth in the leave of absence policy. The Town will not take disciplinary action with respect to an absence that constitutes Wisconsin Family and Medical Leave, Federal Family and Medical Leave, Extended Medical Leave. If the absence is not characterized as a leave of absence in accordance with the Town policy and applicable law, such absence will be taken into account in determining whether disciplinary action is appropriate.

Absence for three (3) consecutive workdays without notifying the Town, or failure to submit a doctor's certificate or other medical authorization when requested to do so by the Town, may result in termination, unless circumstances make it impossible for the employee to comply with these requirements.

Falsification and Abuse. The use of sick leave for any purpose other than allowed by policy, the making of a false statement, the furnishing of any false information with reference to the absence or any other abuse of sick leave by an employee will result in discipline up to and including termination. The Town reserves the right to request a doctor's excuse at any time it is suspected that the employee may be abusing sick leave.

(b) Tardiness

Employees are expected to arrive at work on time, return from scheduled rest breaks and lunch breaks on time, and to remain working until the end of the scheduled shift. Emergency conditions may warrant occasional tardiness. Under these circumstances, an employee who anticipates being tardy due to the emergency conditions should call in to report the tardiness as soon as possible.

Two (2) or more unexcused tardiness incidents occurring within a single pay period will be considered to be excessive and may result in disciplinary action. Habitual, repetitious or patterns of tardiness may also result in disciplinary action up to and including termination.

SECTION 8.05 - TOBACCO USE POLICY

No employee will be permitted to use tobacco, including e-cigarettes while in a Town building and in a Town vehicle. Department Heads may establish more restrictive department rules. A violation of this policy may result in discipline, up to and including termination.

SECTION 8.06 - POLITICAL ACTIVITY

Employees will not be discriminated in favor or against because of political contribution, permitted political activity or neutrality. Employees may not solicit, be solicited nor receive political contributions or services on the job. Employees may not engage in any form of political activity on-the-job. Employees may not engage in political activity off-the-job to such an extent that it interferes with doing his/her job.

SECTION 8.07 - SAFETY

The Town regards your safety on the job as a vital responsibility. Always be alert to unsafe conditions, faulty equipment, or other on-the-job hazards. Employees must use safety equipment if required. Employees are responsible for reporting unsafe conditions or accidents to their supervisor, complying with any laws or safety codes, and maintaining concern for the safety of yourself and co-workers. Failure to use proper safety equipment or follow safety instructions may result in disciplinary action.

SECTION 8.08 - USE OF TOWN EQUIPMENT/PROPERTY

Town owned vehicles, equipment, materials and property are to be used for Town purposes and may not be used for profit or personal use. Minor personal uses as defined in departmental policies and as approved by the Town Administrator may be allowed as a privilege of employment, however, such uses can be revoked at any time due to abuses of the privilege. Those uses which have the potential for liability will require a waiver of liability before any such use can take place. Office equipment, such as the copier, may be used for personal business on the employee's own time. The Town is to be reimbursed for any supplies used.

Use of any other Town equipment or supplies or equipment for personal use is prohibited. Unless otherwise stated herein, personal use of Town equipment or use by any person other than the employee is prohibited.

Some circumstances may require employees to take Town equipment home. These instances must be approved by the Department Head or the Town Board.

SECTION 8.09 - CONFLICTS OF INTEREST

The successful operation and reputation of the Town, our employees and leaders are built upon the principles of fair dealing and ethical conduct of our employees. The Town's reputation for integrity and excellence requires careful observation of the spirit and letter of all applicable laws and regulations, as well as scrupulous regard for the highest standards of conduct, trust and personal integrity.

The continued success of the Town is dependent upon maintaining the public's trust and of those with whom each employee serves. Employees owe a duty to the Town, the public and each other, to act in a way that furthers the interests of the public and in a way that will merit the continued trust and confidence of each other and the public. Employees will conduct business in accordance with the letter, spirit, and intent of all relevant laws and employees will refrain from any illegal, dishonest, or unethical conduct.

No employee shall engage in or have a financial or other interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his or her duties and responsibilities with the Town. All employees are expected to perform their duties in a manner free from an actual conflict of interest or from situations that create the appearance of a conflict of interest, in a manner inconsistent with 19.59, Wis. Stat. Any employee who has a financial interest, including employment, in any business entity entering into, proposing to enter into or bidding on any transaction with the Town, or who, as part of his or her official duties, will be making an official decision or recommendation significantly affecting a business competitor, client or regular customer, shall disclose such interest to the Town.

No employee, including persons or firms engaged to provide professional services to the Town, shall represent, for compensation, private interests before the Town without disclosure of the private business relationship and without explicit consent of the Town.

No employee shall disclose or use confidential information of the Town to advance the financial or other private interest of the employee or others.

SECTION 8.10 - GIFTS AND GRATUITIES

No employee or official of the Town shall accept, receive or solicit, either directly or indirectly, any gift or gratuity of any value when the receipt of such gift or gratuity can reasonably be interpreted as intended to influence the employee or official in the execution of his/her official duties.

SECTION 8.11 - CONFIDENTIALITY

Because of an employee's responsibilities at the Town, an employee may have access to confidential Town, resident, personnel, or other sensitive information. This may include information concerning a resident's financial status, employee records and the Town's business practices including purchasing and negotiating strategies. This sensitive information cannot be disclosed to any personnel who do not have a legitimate business need to know such information or to persons outside the Town organization without the determination of the Town Administrator or Department Heads as designated and authorized by the Administrator. All employees are responsible for protecting the confidentiality of this information. Failure to adhere to confidentiality requirements may lead to disciplinary action, up to and including termination.

SECTION 8.12 - TOWN PROPERTY

It is the Town's intent to provide its employees, during the course of their employment, with access to and the use of various property for the purpose of conducting business for the Town. Employee should have no reasonable expectation of privacy in the use of the Town's and the public's property. The Town may access its property with or without the prior consent or knowledge of the employee to the extent permitted by law. Town property is to be used judiciously by employees at all times and only in the manner for which the Town and public intends the property to be used.

Employees must maintain their work spaces in a clean, orderly and professional manner. Employees must report any suspected misuse or abuse of the Town's property.

Employees are encouraged to exercise care and attention in safeguarding personal property brought to the work place. The Town does not assume liability for the loss, theft or damage of personal property brought to the work place.

The Town reserves the right to access, replace or utilize any of its property without prior permission of the employee to whom it was provided to the extent permitted by law. Circumstances warranting a need to access property in the employee's absence include, but are not limited to, the following:

- The Town has a need to search for business items or information that are needed in a timely manner.
- The Town is complying with applicable laws regarding review and disclosure of records and information.
- The Town has reasonable suspicion to believe that the employee is engaging in illegal or improper activities, in conjunction with committing a violation of policy, rules or general expectations of conduct, or in a way that may jeopardize the health and well-being of other.
- For any other lawful reason.

Under these circumstances, employees may be required, upon the request of the Town, to submit to a search of any personal property brought onto the Town's premises to the extent permitted by law.

SECTION 8.13 - SECONDARY EMPLOYMENT

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

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

Employees who engage in outside employment shall not conduct any business related to such employment on Town premises or during hours in which such employees are working for the Town or advertise their outside employment either directly or indirectly on Town premises during work. Please refer to the section related to Conflicts of Interest for further clarification.

ARTICLE IX. DRUG AND ALCOHOL POLICY

SECTION 9.01 - DRUG & ALCOHOL-FREE WORKPLACE

The Town intends to maintain a drug and alcohol-free workplace. Accidents, injuries, absenteeism, decreased productivity and property damage can all be the result of being under the influence of drugs or alcohol at work. It is the responsibility of both employees and the Town to maintain a safe, healthful and efficient working environment. This policy is intended to be consistent with the requirements of the Drug Free Workplace Act of 1988.

This policy applies to all Town employees, other than those who are covered by the Commercial Driver's License (CDL) DOT Drug and Alcohol Policy.

(a) Conduct and Discipline

As required by the Drug Free Workplace Act, all Town employees must abide by the following rules. A violation of these rules may result in disciplinary action, including possible termination.

1. Employees are prohibited from using, possessing, manufacturing, distributing, purchasing or dispensing alcohol or controlled substances/illegal drugs or drug paraphernalia while on Town property, while performing their job duties or engaged in a Town-sponsored activity, or while on Town business, or in the course of operating Town equipment or vehicles.
2. Employees are prohibited from reporting for or remaining on duty or performing assigned job duties while under the influence of alcohol or a controlled substance/illegal drug, or having the prohibited level of alcohol or an illegal drug/controlled substance in their system as indicated by a positive test result.
3. No prescription drugs may be brought onto or consumed on Town property by any person other than the person for whom they were prescribed. Prescription medications may be possessed and used during work hours by the employee for whom they were prescribed, as long as they have been legally prescribed for the using employee, are kept in their original container and are used in strict accordance with the prescription. Employees on physician-prescribed medications must notify their Department Head before engaging in any work if there is a possibility that such medication could affect job performance and/or safety.
4. Criminal convictions for manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace must be reported **in writing** to the Department Head no later than five (5) calendar days after such conviction. Appropriate action, which may consist of discipline up to and including termination, will be taken within 30 days of notification. Federal contracting agencies will be notified when appropriate.
5. Employees who refuse to submit to a drug and/or alcohol test when directed to do so under circumstances consistent with this policy will be immediately placed on suspension pending termination.

6. No employee may engage in any conduct that prevents the completion of a test, or provide false information in connection with a test, or attempt to falsify a test result through tampering, contamination, adulteration, or substitution.
7. No employee may use any alcohol within eight (8) hours following an accident.
8. Employees will be expected to comply with the Town's requirements for treatment, after care, and return to duty.

(b) Testing

1. Pre-Employment: The Town reserves the right to conduct drug testing as part of the evaluative procedure for new and returning employees, which will be conducted in conjunction with a conditional offer of employment.
2. Reasonable Suspicion: A Department Head or supervisor may require an employee to be tested for drugs or alcohol if there is a reasonable suspicion that the employee is under the influence of, or has drugs or alcohol in his system in excess of established threshold levels while on Town time. A reasonable suspicion must be based on specific observations and on any reasonable inferences drawn from those observations about the conduct of an individual that would leave a reasonable person to suspect that the individual is under the influence of, or has a drug or alcohol in his system in excess of established thresholds while on Town time.
3. Post-Accident/Work Related Incident: Drug or alcohol testing will result following a work-related incident resulting in personal injury requiring treatment beyond simple first aid, or resulting in substantial property damage, or where the reason for the incident is not evident or reasonably explained.
4. Random: Drug testing may be required on a random basis for employees who are required to drive or operate machinery or equipment as a part of their job duties. All Employees in a specific job category can be required to be tested at the same time upon order of the department head.
 - a. The Town will provide transportation for the employee to the testing facility in cases of reasonable suspicion and post-accident, work-related incidents.
 - b. All drug and alcohol testing will be performed by a laboratory selected by the Town and certified by the State for drug and alcohol testing.
 - c. All testing will be conducted according to DHHS/SAMHSA guidelines where applicable and will include a screening test, a confirmation test, and review by a Medical Review Officer (MRO) in the event of a positive test.
 - d. Employees who test positive, will be given the opportunity to provide a legitimate medical explanation, such as a physician's prescription, for the positive result.

5. Positive Test Result/Self-Reporting. The following procedures may be utilized, depending on all relevant circumstances, for an employee who tests positive for drugs or alcohol, or who voluntarily comes forward to indicate that he has an alcohol or drug problem. This procedure shall not apply to applicants who test positive after taking a pre-employment substance screen.
 - a. Referral to a substance abuse professional for assessment and recommendation will be mandatory.
 - b. The employee will be required to successfully complete any recommended treatment or rehabilitation, including continuing care. Treatment and rehabilitation will be at the employee's expense. Employees should check for coverage under the Town's health plan.
 - c. Assuming the employee successfully completes recommended treatment and rehabilitation and cooperates with continuing care, the employee will be required to pass a Return-to-Duty test and sign a return-to-work agreement.
 - d. The employee will be subject to random drug testing for a period of one year and will be terminated immediately if he tests positive a second time or otherwise violates the return-to-work agreement.
 - e. All or some of the foregoing provisions of this section may not be applied or may be modified depending on the particular circumstances of any given situation.
6. Return-to-Duty: Any employee found to have violated this policy will be required to test prior to returning to duty, and then randomly thereafter, for a one-year period.

(c) Employee Consent to Testing

Each employee/applicant will be required to complete and sign a form by which he/she consents to and authorizes testing and disclosure of test results to the Town. **IF THE EMPLOYEE REFUSES TO COMPLETE AND SIGN THE CONSENT/AUTHORIZATION FORM, OR THE CHAIN OF CUSTODY FORM AT THE COLLECTION SITE, OR IF THE EMPLOYEE REFUSES TO PROVIDE A SPECIMEN FOR TESTING, SUCH REFUSAL WILL CONSTITUTE GROUNDS FOR TERMINATION.**

(d) Confidentiality

Results of all alcohol and/or controlled substance test will be kept separate from personnel files and treated as confidential information and access to such results shall be limited. Results will not be communicated to others outside of the employee's direct supervisory chain except when necessary in connection with any rehabilitation or use of the employee assistance program or related to the alcohol and/or controlled substance test.

(e) Conclusion

The Town is committed to the health, productivity and stability of the Town, its employees and the safety of the general public. The Town is firmly committed to the fair and equal treatment of all employees under this policy and expects that all employees will participate fully, willingly and with the knowledge that a safe, healthful and productive work environment is to the benefit of all.

If you have any questions or concerns regarding the drug testing policy please feel free to see your supervisor or any other supervisory employee of the Town.

SECTION 9.02 - DRUG AND ALCOHOL TESTING FOR DRIVERS REQUIRING CDL LICENSE:

(a) Purpose

The Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration (FMCSA) have issued a rule (49 CFR Parts 40 and 382) requiring alcohol and controlled substance testing of drivers who are required to have a Commercial Driver's License. These rules include procedures for urine testing and breath alcohol testing. The purpose of this policy, then, is to establish an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of these substances by drivers of commercial motor vehicles. Consequently, the Town has established the following alcohol misuses prevention program and anti-drug program, as well as the subsequent enforcement of violations for its employees conducting safety-sensitive job functions. (Employees should also refer to the Town's "Drug-Free Workplace Policy" which addresses the strict enforcement of workplace-controlled substance usage.)

(b) Policy.

For purposes of this policy, the Town and the DOT strictly prohibit the use of alcohol and/or controlled substances by its employees and volunteers who are performing, or ceasing to perform the following safety-sensitive job functions:

1. Operation of commercial motor vehicle;
2. Repair and maintenance of a commercial motor vehicle;
3. Control the movement of commercial motor vehicles (i.e., dispatcher); or
4. Directly supervising employees who perform safety-sensitive job functions.

(c) Prohibited

Safety-sensitive employees may not consume alcohol:

1. Four (4) hours before performing a safety-sensitive function;
2. While performing a safety-sensitive function;

3. After a fatal accident, unless the employee has been tested or eight (8) hours have elapsed from the actual time of the accident; or
4. After a non-fatal accident unless the employee's involvement can be completely discounted as a contributing factor to the accident the employee has been tested, or eight (8) hours have elapsed from the actual time of the accident.

The unauthorized use of any controlled substance is strictly prohibited in all situations.

(d) Required Conditions of Testing

Refusal to take a required test will result in removal of that employee from their assignment(s) which in turn, may result in discipline up to, and including, discharge.

Testing must be conducted in the following situations:

1. Pre-employment: Prior to the first time an employee performs safety-sensitive functions for the Department (i.e., new employment, job transfer, etc.), the employee shall be screened for alcohol and controlled substances. A positive result will result in a disqualification from further consideration for the vacancy or eligibility list.
2. Reasonable Suspicion:
 - a. In a situation where an employee is either acting in an impaired manner and/or the supervisor has reasonable suspicion to believe the employee is using, in possession of, or is under the influence of alcohol or drugs (i.e., smell of alcohol), the supervisor should generally, but may not always, seek a corroborating opinion from another supervisor or manager prior to immediately removing the employee from the job.

NOTE: Reasonable Suspicion means a suspicion based on a specific personal observation by a supervisor or another, that can be described regarding the appearance, behavior, job performance, speech or breath odor of an employee. It also means receipt of information about an employee's suspected drug or alcohol use from a reliable source.

- b. Once the employee has been removed from the job the supervisor is to contact the Department Liaison. If contact cannot be made at that time, the supervisor is to proceed through the next step of this procedure and make contact with the Department Liaison as soon as possible thereafter.
- c. The supervisor is to then transport the employee to the collection site for drug testing immediately, or no later than two (2) hours of having observed the behavior. The supervisor is to wait at the clinic with the employee until the breath test has been completed or the urine sample has been taken.

- d. Once the drug testing has been completed and a positive confirmatory test result has been received (0.02 percent or above), the employee will not be permitted to drive his/her own vehicle home at that time. The employee must make alternative arrangements in order to leave the collection site.
 - e. The employee is to be advised not to report for work as she/he will be placed on administrative leave without pay. If a blood alcohol test has been administered, the Town will contact the employee once the test results are known (this normally takes 24-48 hours) and a decision has been made as to the employee's status.
 - f. The results of the drug testing will be sent directly to the supervisor. When the results are obtained, the employee's supervisor and department head will meet with the person to determine the appropriate course of action to be taken. This is a **confidential** process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a supervisor must not discuss the suspected reason for a referral or termination with anyone who does not need to know.
 - g. Once the test has been completed and the employee has been sent home, the supervisor must submit a written report to the Department Liaison outlining, in detail, the event and the behavior observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report is to be done within twenty-four (24) hours of the testing.
3. **Random:** This test is used in order to eliminate risks associated with illegal or unauthorized drug and alcohol use. 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 a "pool" of employee's subject to testing. The testing dates and times are unannounced and are with unpredictable frequency throughout the year.

The minimum annual percentage rate for random alcohol and drug testing shall be a twenty-five percent (10%) and fifty percent (50%) respectively, of the average number of safety-sensitive positions. The FHWA will annually publish its decision to increase or decrease the minimum annual percentage rate for random alcohol and drug testing based upon the reported violation rate for the entire commercial vehicle industry. For example, if the Town has one hundred twenty (120) employees who are required to submit to testing, the DOT regulations specify that random testing will be performed at a rate of fifty (50%), then sixty (60) employees must be tested each year - which translates to five (5) employees per month.

The selection of employees for random testing shall be administered by a third-party selected by the Town using a scientifically-valid method. This method will be a computer software-based random selection program that is matched with employee social security numbers. A monthly list of confidential numbers will be generated and forwarded to the supervisor in order that they may make arrangements for testing. Under this selection process, each employee will have an equal chance of being tested each time selections are made.

In the event an employee tests positive for either alcohol or controlled substances, the employee will be subject disciplinary action up to, and including, discharge.

4. Post-Accident: As soon as practical following an accident involving a commercial motor vehicle, the Town shall test an employee driver for alcohol and controlled substances. This testing will be required if:
 - a. The accident involved the loss of human life; or
 - b. The employee receives a citation under State or local law for a moving traffic violation arising from an accident.

The alcohol breath test is required to be administered within two (2) hours following the accident, and the drug test is to be administered within thirty-two (32) hours of the accident.

An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the department to have refused to submit to testing.

5. Return to Duty/Follow-up: This test is used to maintain abstinence and to prevent relapse by employees during and after drug treatment. The Town will ensure that before an employee returns to duty, requiring the performance of a safety-sensitive job function, after engaging in conduct prohibited in this policy, the driver shall undergo a return-to-duty alcohol and/or controlled substance test with a result indicating an alcohol concentration of less than 0.02 percent and a verified negative result for controlled substance use. In any event, an employee will not be allowed to return to duty without first having been evaluated by the Town EAP provider in order to determine the employee's fitness for duty.

Following a determination that an employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the Town will ensure that the employee is subject to unannounced follow-up alcohol and/or controlled substances testing in consultation with a substance abuse professional. Consequently, the employee will be given at least six (6) random tests during the next year with the possibility of follow-up testing for up to sixty (60) months.

6. Voluntary: This testing provides an opportunity for all employee (management, supervisory and non-supervisory) not part of the random pool to demonstrate a commitment to the goal of a drug-free workplace.

(e) Alcohol

Employees will be required to submit to breath testing using an Evidential Breath Testing (“EBT”) device. A State-certified Breath Alcohol Technician (“BAT”) will administer an initial screening test, unless the employee tests positive for alcohol, then the BAT will conduct a confirmation test (the Town will take action based only upon the positive results of the confirmation test, 0.02 percent or greater).

(f) Preparation for Breath Alcohol Testing

1. When the employee enters the collection site, the BAT will require him/her to provide positive identification (i.e., photo I.D. or Employee Identification.)
2. The BAT will explain the test procedure.
3. Employees will be required to complete and sign various forms used to document the testing process. Refusal to sign the test form(s) will be regarded as a refusal to take the test.
4. Employees will be instructed to blow forcefully into the mouthpiece for at least six (6) seconds or until the EBT indicates that an adequate amount of breath has been obtained.
5. If an employee tests positive during the screening test, she/he shall not eat, drink, put any object or substance into their mouth and, to the extent possible, not belch during the twenty (20) minute waiting period before the confirmation test.
6. Refusal of an employee to complete and sign the test form, to provide breath, to provide adequate amount of breath, or failure to cooperate with the testing process in a way that prevents the completion of the test, will be considered a disciplinable offence up to, and including, termination.

If a confirmation alcohol test measures 0.04 percent or greater, the Town is required to:

1. Remove the employee from the safety-sensitive position;
2. Refer the employee to the Town EAP for assessment, participation, and a subsequent determination of an alcohol problem; and
3. The employee will subsequently be given at least six (6) random tests during the next year with the possibility of follow-up testing for up to sixty (60) months.

If the confirmation test level is between 0.02 and 0.039 percent, the employee will be removed from the safety-sensitive position and either be re-tested or removed for a minimum of 24 hours.

In the event that an employee is required to comply with breath testing as a result of a law enforcement investigation, the employee will submit to the examination. The test will be considered enforceable for purposes of this policy, if the testing officer is a qualified BAT and that the EBT that was used for the test has been certified by the State of Wisconsin or the Town of Lisbon.

(g) Blood Alcohol Testing

Blood alcohol testing is authorized only in the following circumstances:

1. When policy rules require a post-accident or reasonable suspicion test, and an EBT is not readily available for either a screening or confirmation test, or if there is an EBT available only for a screening test.
2. When an employee attempts and fails to provide an adequate amount of breath, blood alcohol testing may be used for both screening and confirmation test purposes.

Upon conclusive finding of a positive (0.04 percent or greater) blood alcohol test result, the employee has seventy-two (72) hours in which to require a test of the split specimen. Pending receipt of the result of the analysis of the split specimen, the employee shall not perform safety-sensitive functions, unless the employee has met conditions set forth in this policy for a return to safety-sensitive functions following a test result of 0.04 percent or greater. (For explanation of "split-specimen" refer to the "Controlled Substances" section below.)

(h) Controlled Substances

The Town has established its anti-drug program through its "Drug-Free Workplace Policy" which strictly prohibits the unlawful manufacture, distribution, dispensing, possession, or unauthorized use of a controlled substance in the workplace. Furthermore, any abnormal manner that may infer an employee is under the influence of a controlled substance is addressed in the "Reasonable Suspicion Testing" section described previously.

For purposes of this policy, the Town will utilize, at a minimum, a five (5) panel drug screen consisting of the following drugs:

1. Tetrahydrocannabinol (Marijuana drug);
2. Cocaine;
3. Amphetamines;
4. Opiates (including Heroine); and
5. Phencyclidine (PCP)

Drug testing is conducted by analyzing an employee's urine specimen (through a certified testing lab). This procedure will include a split specimen. Each urine specimen is subdivided into two (2) bottles labeled "primary" and a "split" specimen. Both bottles are sent to a lab. Only the "primary" is opened and used for the urinalysis. The "split" specimen bottle remains sealed and is stored at the lab. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has seventy-two (72) hours to request the split specimen be sent to another certified laboratory for analysis.

In some cases, the employee may be unable to provide a urine specimen. After a reasonable waiting period, not to exceed one (1) hour, the supervisor may terminate the testing procedure. The Town will proceed with laboratory testing based on blood testing alone.

(i) Preparation for Drug Testing

1. When the employee enters the collection site, the employee will be required to provide positive identification (i.e., photo I.D. or employee identification).
2. The employee will be instructed to provide at least 45 ml. of urine under the split sample method of collection. This will be done in a specifically designated "donor" bathroom.
3. The urine sample shall be divided into a primary specimen (30 ml.) and a split specimen (15 ml.).
4. If the test result of the primary specimen is positive, the employee may request, within seventy-two (72) hours, that the Medical Review Officer ("MRO") direct that the split specimen be tested in a different DHHS-certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen.
5. Removal from performing a safety-sensitive function is not stayed pending the result of the test of the split specimen.
6. If the result of the test of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test.
7. Employees will be required to complete and sign various forms used to document the testing and chain of custody process. Refusal to sign the test form(s) will be regarded as a refusal to take the test.
8. Refusal by an employee to complete and sign the test and chain of custody forms, to provide urine, to provide an adequate amount of urine (per case base), or otherwise fail to cooperate with the testing process in a way that prevents the completion of the test will be considered a disciplinable offense.

As with an alcohol misuse violation, the Town is required to act upon a positive drug test result in the following manner:

1. Remove the employee from the safety-sensitive position. This removal cannot take place until the employee has been allowed to meet or speak with an MRO in order to determine that the positive drug test did not result from the unauthorized use of a controlled substance;
2. Refer the employee to the Town EAP for assessment and subsequent compliance with recommended rehabilitation after a determination of a drug problem has been made;

3. Employee must be evaluated by a substance abuse professional or MRO and determined to be fit to return to work prior to their release of the employee;
4. Employee must have a negative result on a return-to-duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use may be required.

Town employees are to notify their supervisor when taking any physician prescribed medication or therapeutic drug. It is the responsibility of the employee to inform their physician of the type of safety-sensitive function that they perform in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of their duties or operation of Town equipment.

(j) Questions

Any employee having questions with respect to the scope of this policy and its contents may contact the Department Liaison.

ARTICLE X. SOLICITATION AND DISTRIBUTION POLICY

SECTION 10.01 – POLICY

The solicitation of employees or distribution of materials to employees can often interfere with normal operations of the Town, reduce employee efficiency, annoy employees and citizens, and pose a threat to security. For these reasons, the Town limits solicitation and distribution on the premises. Individuals who are not employees of the Town are prohibited from soliciting employees or distributing materials to employees on the premises. This includes soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of vendors or potential vendors as authorized by the Town), or any other similar activity. All visitors are strictly prohibited from entering non-public areas unless a supervisor grants permission.

Employees may engage in limited solicitation and distribution of materials to other employees, on the premises, subject to the following guidelines. Solicitation or distribution of materials is prohibited during the working time of either of the individuals making or receiving the solicitation or distribution. "Working time" does not include an employee's authorized lunch or rest period. Distribution of literature in a way that causes litter on property is prohibited. Off-duty employees may not return to the premises to solicit or distribute materials to employees. Bulletin boards, newsletters, and other Town-provided group communication systems are maintained solely for the Town to communicate information to and from employees, post notices required by law, and for other work-related purposes. Posting of unauthorized notices, photographs, or other printed or written materials on those bulletin boards or other communication systems is prohibited. The Town may authorize a limited number of fund drives by employees on behalf of charitable organizations. Employee participation in such drives is completely voluntary. As a part of those charitable fund drives, the Town may permit a representative from the charitable organization to make a presentation to employees. Employees seeking authorization for such a charitable fund drive should contact the Town Administrator's office for permission.

ARTICLE XI. REIMBURSEMENT POLICY

SECTION 11.01 – POLICY

If an employee is requested to use their personal vehicle for Town business, he/she will be reimbursed for mileage at the Internal Revenue Service published rate, or at the rate established by the Town Board, plus any tolls or parking charges incurred. A “reimbursable expense” form listing date, project number and expenses incurred shall be submitted to the Department Head as the expenses are incurred. Checks for payment of reimbursable expenses shall be issued monthly.

(a) Scope

Town of Lisbon Employees, Elected and Appointed Officials.

(b) Purpose

This is the Town of Lisbon Reimbursement Policy. The objective of this policy is to establish a procedure for billing travel, meeting and professional development expenses to the Town of Lisbon. This policy is applicable to all Town of Lisbon Personnel charging travel, meeting and/or professional development expenses to the Town of Lisbon. The Common Board reserves the right to reject any or all expense reports. Exceptions to these may be granted by the Town Administrator or Common Board if extenuating circumstances exist.

(c) Definitions

- Education/Professional Development - career-related expenses related to job duties.
- Business Travel – related specifically to business conducted for the Town of Lisbon.

(d) Documentation

The employee must complete and sign an Expense Reimbursement Form showing the date of the expense, reason, mileage, mileage rate and total owed. The form must be approved by the employee's Department Head and submitted for payment.

(e) Automobile Travel

Employees are encouraged to use Town owned vehicles when traveling on Town business if vehicles are available. Employees who utilize their personal vehicles on travel assignments are responsible to carry liability insurance on said vehicle of no less than \$100,000 bodily injury per person, \$300,000 bodily injury per occurrence and \$50,000 property damage. The Town's insurance coverage will be secondary to the employee's insurance coverage. The Town will cover an employee's insurance deductible up to a maximum of \$500.00.

Mileage for the use of an employee's personal vehicle on official Town business shall be reimbursed at the allowable IRS rate. See the Town Clerk for the current rate. The mileage reimbursement for attending authorized functions shall begin and end at the Town Hall.

Elected Officials and employees will not be reimbursed for mileage incurred to attend scheduled Board meetings. Employees will not be reimbursed for mileage incurred driving to or from the Town Hall for work.

All mileage shall be documented showing date, destination, reason and mileage.

(f) Airfare

The Town shall reimburse an employee for the actual cost of airfare for travel to approved out-of-state meetings, seminars and conferences. The employee must fly coach and make every effort to obtain the lowest fare possible. Consideration of the time required to reach their destination may be used in determining the most economical airfare.

(g) Meals

Meal expenses for an employee when on Town business outside of the employee's normal work environment or in the course of Town business are eligible for reimbursement. This also includes time when the employee is staying overnight out of Town on official Town business.

Meals will be reimbursed at rates determined by the U.S. General Services Administration for the Milwaukee metropolitan area per the U.S.G.S.A. per diem rates as found on their website at <https://www.gsa.gov/travel/plan-book/per-diem-rates/mie-breakdown>, therefore, receipts are not required for meals. If a meal exceeds the rate prescribed, the employee will only be reimbursed the prescribed rate. If meals are included in the registration fee, the employee will not be reimbursed for that meal. Breakfast reimbursement is applicable when the employee is required to leave the Town prior to 6:30 a.m. Dinner reimbursement is applicable when the employee returns after 7:00 p.m.

When traveling with a spouse it is the responsibility of the employee, elected and appointed Town Official to pay for all of the spouse's meals with the exception of banquet meals, which encourage the attendance of the spouse.

(h) Lodging

Reimbursement is provided if for official Town business. Except for extenuating circumstances, no reimbursement will be allowed for lodging if location of meeting or business activity is within a reasonable driving distance from home. Overnight lodging shall be based on cost, with consideration given to accessibility in conduction of business. Conference/Convention stays will be allowed at the site of conference/convention. Other accommodations should be held close to the government's standard established rates when possible. Please check with the Town Clerk for those rates.

Employees are expected to make arrangements as early as possible to try to obtain the lower priced rooms.

Any upgrade of rooms, when lower price rooms are available, will be the responsibility of the employee/Town official to reimburse the Town for the difference.

(i) Educational Programs

Reimbursement is provided including registration fees and related materials if applicable to employment with the Town of Lisbon and approved by the Department Head or Town Administrator.

(j) Other Expenses

The Town shall reimburse an employee for other approved travel-related expenses such as taxis, rental cars, baggage handling, official telephone calls, parking fees, etc.

(k) Other Persons

Employees on Town business may take family members or other persons with them on the trip at their own expense, provided authorized expenses are not greater than what these expenses would have been if the employee did not take other persons with them. If the expenses exceed those described in the preceding paragraph, then the employee shall reimburse the Town for all expenses above and beyond those specified.

(l) Advances

Advances are available by written request of the employee and approval of the Department Head. All requests for advances must be made thirty (30) days prior to the employee's scheduled travel. Exceptions can be made when the employee was not aware of the travel thirty (30) days prior.

ARTICLE XII. TECHNOLOGY USE

SECTION 12.01 - POLICY

The policies regarding technology use apply to all Town electronic equipment whether used by classified or unclassified employees. The policies apply to all Town departments.

The Town's computers, networks, programs, communication devices and tools, other technology, and internet (collectively "technology") are intended as tools for the Town to serve the public, and are provided so employees may better perform their job-related responsibilities. Inappropriate use can adversely affect the Town and interfere with the work of its employees, increase its costs, and even expose the Town to damage, liability and security risks.

No written policy can list every conceivable circumstance that relates to proper use. The Town's employees are professionals who are expected to exercise responsible professional judgment. The Town has complete and sole discretion to determine whether any use or access is inappropriate, even if the use is not expressly prohibited or addressed in this policy or rules. The Town may ask employees to stop any use it believes is improper. In addition, the Town may block access to any content it believes is not appropriate. Employees who do not adhere to this policy may be disciplined, which can include restriction of internet use or discipline up to and including termination.

This policy does not cover employee owned computers being used for Town work. However, employee owned computers will be standalone and shall never be connected to the Town network.

SECTION 12.02 PROPERTY OF THE TOWN

All electronic data, communications, and information, including information transmitted or stored on the electronic systems of the Town, remain the property of the Town. The Town retains the right to access, inspect, monitor, and/or disclose any data stored on any computer or other electronic device owned by the Town, whether transmitted or received via electronic information systems (including information downloaded from the internet or received or sent via e-mail), media of any kind, and/or any other means of data input. Information stored, saved, or maintained on any Town computer (including laptops) is considered public information and is therefore subject to public disclosure. Further, the Town Administrator shall have access to Town computers (including laptops) at any time so as to be able to inspect and monitor the material thereon.

SECTION 12.03 DISCLOSURE/PRIVACY

In order to protect the interests of the Town, the Town reserves its right to monitor all use by employees of technology. No employee should expect privacy or secrecy in the use of technology. Employee use constitutes acceptance of the Town's monitoring and disclosure of the employee's use. Use of the Town's property can be limited by the Town at any time for any reason. The Town may consent to the disclosure of information from use of technology or any other property, and

the Town may consent or authorize a law enforcement agency to search or review the Town's technology, and the Town may use such information for its intentions and purposes.

SECTION 12.04 PROHIBITED ACTIVITIES

The following activities are prohibited and may lead to discipline, up to and including Termination:

- Copying, disseminating or printing copyrighted or other protected materials, which can include articles, images, games and other software, in violation of the law.
- Accessing, sending, soliciting, displaying, printing, creating or otherwise disseminating material that is reasonably likely to harass, threaten or embarrass others or that is sexually explicit, fraudulent, offensive in nature, a racial slur, obscene, vulgar or otherwise inappropriate in a professional environment.
- Searching for, accessing or transmitting content that is reasonably likely to be perceived as offensive or disparaging of others, including content that is sexually explicit, profane, pornographic, disrespectful, disparaging based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs or other legally protected basis.
- Engaging in personal, non-Town related activities including activities for gain or profit, for example, consulting for pay or advertising or selling goods or services for personal gain.
- Engaging in illegal activities or using the technology for any illegal purposes, including initiating or receiving communications that violate any laws or regulations.
- Interfering with or disrupting the work of other employees.
- Except as specifically authorized, gaining access by using any access control mechanism (e.g., login name, password, etc.) not assigned to the user, or permitting any person to have access by using another person's access control mechanism.
- Unauthorized access or attempting to gain unauthorized access to any technology or stored information.
- Engaging in any transaction or other conduct that, if done through means other than over the use of technology, would not be authorized.
- Using Town electronic equipment for political campaign purposes including, but not limited to, using e-mail to circulate advertising for political candidates or relating to political campaign issues.
- To gain commercial or personal profit or advantage, including, but not limited to, selling lists of names, addresses, telephone numbers, or other information generated from Town files.

- To represent oneself directly or indirectly as conducting Town business when using such equipment for incidental personal purposes.
- To create web pages - No personal web pages purporting to be an official Town webpage may be created, regardless upon what server they may reside. Web pages representing official Town information may be created in coordination with the Information Services Department.
- For any purpose that would be a violation of any Town work rules, Town ordinance or State or Federal law, regulation, or order.

If an employee has a question about whether a particular use of the Town's technology is proper, then he or she should consult his or her supervisor before engaging in such use.

SECTION 12.05 USE

The Town provides some of its employees with electronic communication tools such as e-mail, voicemail, cell phones, text messaging, pagers, computers and other communication tools and devices so they may better perform their job-related duties. The Town's electronic communications system includes all messages sent through the Town's computer network either externally via the internet or internally and through Town issued communications devices and networks. Electronic communications should be sent only to those individuals who have a legitimate reason to receive them. Distribution lists should be kept current and updated regularly to reflect changes in responsibility or employment status.

Electronic communications should be courteous, concise, focused and written or spoken in good business English. The same care should be used in drafting electronic communications as used for drafting any other written communication. All electronic communications are unavoidably attributed to the Town. When composing electronic communications, employees should keep in mind that personal comments may be perceived as comments made on behalf of the Town.

The Town's electronic communications systems should not be used for personal communications unless an emergency exists or unless such use is incidental or not the fault of the employee. Employees are expected to use their personal computer, email and cell phone accounts from their home computers or personal cell phones on the employee's own time for internet use and drafting, sending, receiving or reading personal electronic communications. Exceptions to this rule may only be granted by the employee's supervisor. Use of electronic devices for personal reasons may be grounds for discipline up to and including dismissal.

Electronic communications may reside on the system in different recoverable forms (system backup, sent mail folders, spool queues, etc.). Employees should not assume that deleting a personal electronic communication removes all incidents of their existence. If there is a review of the information or an investigation, litigation, or other proceeding that requires or makes desirable the review or production of Town records, it is likely that electronic communications will be requested and potentially disclosed. Moreover, employees should not delete any communications that are records under Wisconsin's Public Records Law.

No one should expect privacy or secrecy in the use of Town technology or Town-issued communication devices such as email, text messages, cell phone messages or calls. Town supervisors may have access to information pertaining to individual employees on the Town's technology. The Town does not condone "snooping"; employees should not read or review communications not sent to them except for legitimate business reasons. If an internal communication is confidential, it should be distributed personally or by a confidential routing envelope and not by e-mail. Employees should not presume an electronic communication sent via the internet is confidential unless it has been encrypted by the Town. The passwording of electronic communications systems is permitted, but all passwords are to be disclosed to the Town upon request.

Participation in listservs should be limited to those used for business purposes. Postings to listservs are distributed to many unknown readers and can later be quoted in public materials. Employees must understand and comply with the guidelines and protocols of each listserv to which you subscribe.

Electronic signatures should be used on all external messages and should clearly identify the originator of the message. The following information should be included: full name, title, the Town of Lisbon, e-mail address and phone number.

If an employee has a question about whether a particular use or electronic communication is appropriate, then he or she should consult with their supervisor before making such communication.

SECTION 12.06 LAPTOP COMPUTERS

(a) Policy

The Town of Lisbon will from time to time issue laptop computers to its classified and unclassified employees. In addition to the other provisions of this Handbook, these employees must also abide by the following provisions as they relate to laptop computers.

(b) General

1. One laptop computer will be assigned to those classified and unclassified employees as needed upon determination by the Town Administrator.
2. Laptop computers are assigned to employees while they are employed by the Town.
3. Information stored, saved, or maintained on a Town laptop computer is considered public information and is therefore subject to public disclosure. The user of the laptop will be the custodian of the stored information, and must take reasonable steps to maintain and preserve the stored information. Further, authorized Town staff shall have access to Town laptops at any time so as to be able to inspect and monitor the material contained thereon.

4. Incidental and occasional limited personal use of the laptop is permitted subject to the limitations, conditions, and regulations contained in this Handbook. Assigned laptop computers may not be used in a way that:
- Directly or indirectly interferes with Town operations of computing faculties or e-mail services.
 - Is contrary to or damages the Town's interest.
 - Results in any incremental costs to the Town.
 - Interferes with any Town Officer or employee's work duties, performance, or other obligations to the Town.

Examples include but are not limited to excessive use of games, surfing the internet, etc. Any personal use shall be at the risk of the person engaging therein. The Town is not responsible or liable for the consequences. Such use shall be limited to individualized personal communications and not mass distribution of materials. Use of computer resources for such incidental personal purposes is a privilege and can be withdrawn at any time by the Town Board.

(c) Software

All software running on Town laptops must be properly licensed and proof of the licensing must be made available to the Town Administrator. For the purposes of this policy, software falls in one of the following three categories;

1. Standard Software: This is software loaded onto the laptop by the Town at the time the laptop is given to the employee. Standard software is fully supported by the Town. A list of such standard software programs will be maintained by the Town's IT Service Provider.
2. Other Acceptable Software: This software, while not included in the list of approved Standard Software, is determined by the Town Board from time to time to further the intent of this policy. In determining whether to designate any software as Other Acceptable Software, the Town Board should consider whether there should be a uniform benefit to employees to use such software, rather than just a personal preference, and the cost of purchase and support of such software. In addition, the Town Board should consider whether the addition of any additional software to the list of Other Software is likely to cause the laptop computer's resources or the Town's network to have a negative effect.
3. Unauthorized Software: This is software that is not included in either of the above two categories. If any of this type of software is found to be on a laptop, it will be removed by the Town's IT Service Provider.

(d) Electronic Mail (Internal and External) and Access to the World Wide Web and Other Servers

Town laptop computers have been equipped with firewall and anti-virus software and are intended to be used to access to electronic mail (e-mail), either internal or Internet, or access the World Wide Web. Transmission of any material in violation of U.S. or state laws or regulations is prohibited. Software may not be downloaded to Town laptop computers except as expressly

permitted by this Policy. Doing so could put the Town in jeopardy of violating software copyright laws and/or could contaminate the Town's network with viruses.

(e) Security

Laptop users will be expected to take reasonable precautions to protect any laptop computer assigned to them from damage, destruction, or theft. Laptop users are encouraged to take appropriate steps to protect the security of networks and files by the use of assigned passwords and by taking all necessary steps to maintain the integrity of passwords. While the Town Clerk-Treasurer shall have the right to know all passwords, passwords should not otherwise be shared, nor should they be posted.

**SECTION 12.07 VIRTUAL PRIVATE NETWORK REMOVE CONNECTION POLICY
(ADOPTED 2019-04-22)**

(a) Overview

The intent of this policy is to establish guidelines specifically pertaining to remote access to the Town of Lisbon's internal network. Preventing unauthorized access to company data from insecure networks is of utmost importance to Lisbon. This policy is designed to ensure remote and/or traveling employees have the ability to securely connect to the VPN without fear of threat and to provide the Town with an additional means of monitoring and controlling access to the internal network.

(b) Scope

This policy shall apply to all employees, appointed and elected officials of Lisbon, and shall govern remote network access for all authorized users. Remote access is defined as any connection to Lisbon's VPN from a location outside of any affiliated Lisbon office locations.

(c) Policy General

Authorized users must protect their login credentials and must not share them with anyone for any reason. All inbound connections to Lisbon's VPN must pass through an access control point before the user can reach a login banner. Remote users must be required to authenticate before being granted access to company information. Remote access must be logged in a central database and kept for a period of at least 30 days. These access logs will show when each user connects and disconnects to and from the network. These logs must be reviewed regularly by the Town Board or designee.

(d) Hosts

All hosts connected to the Town's VPN must be equipped with the most up-to-date anti-malware software as pre-approved by the Town. Third-party hosts must comply with this requirement before connecting to the network. All hosts connected to the Town's VPN via remote access must be on a Town issued device. No personal devices or computers are permitted.

(e) VPN

Users shall only use the VPN on a trusted third-party network. Users shall not use the VPN on unsecured networks (networks with no password) or public networks (i.e. airports, coffee shops, waiting rooms etc.). Users shall not connect to the Town's VPN while also using another VPN. Authorized users shall not connect to the Town's VPN while the host is connected to a network that is not the user's personal home network.

(f) Third-Parties

Third-party access shall never be enabled.

(g) Enforcement

It is the responsibility of the end user to ensure compliance with the policies above.

Any exceptions to the policy must be pre-approved by the Town's IT Service Provider and the Town Administrator. Questions regarding remote access should be directed to the Town's IT Service Provider and the Town Administrator.

If you believe your connection may have been compromised, please immediately report the incident to the Town's IT Service Provider and the Town Administrator.

SECTION 12.08 SOCIAL MEDIA POLICY

(a) Policy

The Town of Lisbon will use social media for the following purposes:

- To increase public awareness of the Town's programs, policies and services.
- To promote the value and importance of the Town's programs, policies and services among government officials, civic leaders and the general public.
- To maintain open, professional and responsive communications with members of the public and the news media.

The purpose of this policy is to ensure the proper use of the Town's social networking sites technologies. Publicly posted information will be professional and reflect positively on the Town of Lisbon, its employees, volunteers, programs, policies and services. Employees will check facts, cite sources, present balanced views, acknowledge and correct errors and check spelling and grammar before publishing any posts. Further, employees are personally responsible for the content they publish on blogs, wikis or any other form of user-generated media.

(b) Ownership

All social media communications messages composed sent or received on the Town's equipment are the property of the Town of Lisbon. The Town of Lisbon reserves the right not to publish any posting, or to remove any posting at any time.

(c) Management of Social Web Applications

The Town Clerk's office is responsible for overall social media administration, including, but not limited to, blogs, wikis, video sharing and business pages and social networking sites. The Town Clerk's office will also:

- Maintain the sites, including the look and feel and pages for the comment policy, descriptions, etc.
- Review each post. This will primarily be for policy and legal issues; editing will be essentially only to correct spelling or grammatical errors.
 - Coordinate review with the Town Attorney's office for legal issues.
 - Upload posts (repeat bloggers/posters may be authorized to post themselves).
 - Moderate comments (see Moderating Public Comments).
 - All department and Town service-related social media sites must be approved before an account may be set-up.
 - Each site should have wording that indicates who the owner of the site is and an email link back to the individual who maintains it. The name of the Town should be on the site.

(d) External Links

To meet its purpose, the Town's Social Networking Sites may contain links to other social networking sites or websites that are not owned, regularly reviewed or controlled by the Town. The Town's Social Networking Sites do not provide links to external sites that are strictly political or religious in nature. The provision of direct links should not be construed as an endorsement or sponsorship of these external sites, their content or their hosts. The Town specifically disavows legal responsibility for what a user may find on another site, whether or not operated by the Town. The views and opinions of the authors of documents published on or linked to the Town's Social Networking Sites do not necessarily state or reflect the opinion, policy or position of the Town.

The Town of Lisbon is not responsible for the content, quality, accuracy or completeness of any offsite materials referenced by or linked through the Town's Social Networking Sites. By using the Town's Social Networking Sites, the user acknowledges and accepts the risk of injury or damage from viewing, hearing, downloading or storing such materials rests entirely with the user and that the Town is not responsible for any materials stored on other social networking sites or websites, nor is it liable for any inaccurate, defamatory, offensive or illegal materials found on other social networking sites or websites.

The Town does not endorse any content, viewpoint, products or services linked from its Social Networking Sites and shall not be held liable for any losses caused by reliance on the accuracy, reliability or timeliness of such information. The Town does not warrant the accuracy or reliability of or endorse any products or service providers listed or linked to its site. Links to other social networking sites or websites are approved if they meet the following criteria:

- They are state, regional, local or federal government agencies, special purpose districts, hospitals, scientific or cultural organizations serving the Town of Lisbon community and public educational institutions.

- They are community festivals and events that are open to the general public and that are endorsed, sponsored or cosponsored by the Town.
- Providers of search engines from the Lisbon websites.
- No links are allowed to sites containing inappropriate material or to information irrelevant to the Town's mission or services.
- They are approved by the Town Clerk or the Town Administrator.
- The Town Clerk is authorized to order removal of material that is inconsistent with these guidelines.
- Links shall not be made to sites that are associated with, sponsored by, or serve a candidate for elected office or any political party or organization supporting or seeking to defeat any candidate for elective office or any ballot proposal.

(e) Privacy & Security

The Town has the right to monitor employees' social media use on Town equipment and will exercise its right as necessary. Users do not and should have any expectation of privacy. When using Town of Lisbon Social Networking Sites technologies, Town employees will:

- Identify themselves by name and as an employee of the Town of Lisbon.
- Use appropriate language and refrain from ethnic slurs, personal insults, obscenity or engage in any conduct that would not be acceptable in the Town's workplace.
- Demonstrate proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory, such as politics and religion.
- Be aware that what is written will not only reflect on the writer, but also on the elected officials of the Town of Lisbon and other Town employees.
- Not provide confidential information about citizens or employees, including names, or use such material as part of any content added to a site.
- Not comment on business partners or their competitors' practices or services or use such as part of content added to a site.
- Not provide others with confidential or proprietary information that would compromise negotiations or including such as part of content added to a site
- Without permission to publish or report on conversations that are meant to be private or internal.
- Be aware that all content added to a site *may* be subject to Wisconsin's Public Records & Open Meetings Laws and may be subject to discovery in legal cases.
- Insure that any content published to any website outside of the Town of Lisbon that is related to an employee's work or subjects associated with the Town of Lisbon will include the following disclaimer: "The postings on this site are my own and do not necessarily represent the Town of Lisbon's positions, strategies or opinions."

(f) Moderating Public Comments

Where moderation of comments is an available option, comments from the public will be moderated by the Town Clerk's office before posting in compliance with this policy. In general, comments that are abusive, obscene, defamatory, in violation of copyright, trademark right, or other intellectual property right of any third party, or otherwise inappropriate or incorrect will not be posted. Where moderation prior to posting is not an option, sites will be regularly monitored by the Town.

(g) Other Considerations

Postings must not violate any federal, state or municipal laws. For example, they may not:

- Reveal information about ongoing investigations
- Discuss deliberative materials
- Violate the regulatory process
- Circumvent Public Records & Open Meetings Laws
- Violate privacy or copyright
- Violate other legal issues that may not apply

ARTICLE XIII. CREDIT CARD POLICY

SECTION 13.01 – POLICY

The Town of Lisbon establishes procedures under which departments will control use of credit cards assigned to and utilized by Town employees. These procedures are intended to accomplish the following:

- Ensure that procurement with credit cards is accomplished in accordance with this policy and any other policies and procedures established by the Town.
- Enhance productivity, significantly reduce paperwork, improve controls, and reduce the overall cost associated with small purchases.
- Ensure appropriate internal controls are established within each department procuring with Credit cards so that they are used only for authorized purposes.
- Ensure that the Town bears no legal liability from the inappropriate use of credit cards.
- Ensure prompt payment to vendors enhances the Town's relationships with suppliers.

The Town Administrator will make all decisions regarding the issuing of individual cards and the establishment of any and all additional controls for their use. However, no individual card or credit limit shall exceed \$25,000.

Only authorized employees of the Town of Lisbon may use the Town credit card.

The credit card is to be used for Town purchases only. The credit card will not be used for personal purchases of any kind. Use of the credit card for personal purchases or expenses with the intention of reimbursing the Town is prohibited. Any employee who violates any portion of this Policy and utilizes a Town credit card for the purchase of unauthorized and/or personal goods, materials and/or services shall be held fully responsible for any and all cost incurred by the Town associated with the personal, non-business related expenditures, including but not limited to the interest expense, finance charges, penalties and legal expenses.

When using the credit card, the cardholder should:

- Ensure that the goods or services to be purchased are budgeted and allowable.
- Determine if the intended purchase is within the cardholder's credit card limits.
- Tell the supplier/merchant that the purchase will be made using the Town credit card and is tax exempt, and produce the tax-exempt certification upon request.
- Retrieve the receipt for the credit card purchase within one (1) business day and provide the Town with a copy of the receipt as soon thereafter as possible.
- Denote what was purchased and the departmental account category the purchase falls under for those receipts.
- Be responsible for managing any returns or exchanges and ensuring that proper credit is received for returned merchandise.
- Be responsible for its protection and custody and shall immediately notify the Town Administrator if a credit card is lost or stolen.

- Ensure that the only time a purchasing card number should be entered in a web browser to purchase items is when the card number is encrypted. This can only be verified when transacting business on a secured server. At the bottom line (status bar) of the web browser, the padlock should be "locked". If the padlock is not "locked", the transaction information is not secure. Alternate choices would be to print the order form and fax the information to the vendor, or call the vendor's toll-free sales line.

The credit card charges shall be reconciled monthly and reviewed and approved by the Town Administrator and Town Chair. The Deputy Clerk shall reconcile all credit card statements on a monthly basis, and once reconciliation has taken place, attach original receipts to the appropriate statements and code the expenses for payment in a timely fashion.

The cardholder is financially responsible for unauthorized purchases and for purchases not supported by receipts. Finance charges incurred due to cardholder's failure in submitting completed and approved reconciliation in a timely manner will be cardholder's obligation and late fees will be coded to their respective department.

This policy applies to all departments and personnel of the Town of Lisbon. Violations of this policy will result in discipline up to and including termination.

ARTICLE XIV. WORKPLACE SAFETY AND REPORTING INJURIES OR ILLNESSES

SECTION 14.01 - POLICY

Job safety is very important to each employee and the Town. Employees must conduct themselves carefully at all times. Most accidents are caused by carelessness and horseplay. All employees must act in a safe manner and practice good safety procedures. Similarly, all work areas are to be kept clean and free from debris, and tools and equipment are to be kept clean and in good repair.

SECTION 14.02 - REPORTING UNSAFE CONDITIONS

Any accident, hazards or potentially unsafe conditions of equipment are to be reported to an employee's supervisor immediately for action. If the unsafe condition can be corrected immediately as to avoid any additional hazard, then the employee should implement the corrective action.

SECTION 14.03 - REPORTING INJURIES/ILLNESS

Any employee who is injured or becomes ill while performing service related to his or her employment must contact their supervisor immediately and on the same day the injury or illness occurs to report the incident. The report must be in writing and contain relevant facts. The employee should secure the necessary medical attention on the job site to the extent practicable.

SECTION 14.04 - WORKERS COMPENSATION

Worker's compensation is a form of accident and disability insurance to protect an employee in the event of a qualifying job-related injury or illness. Upon returning to work after a work-related injury, an employee may be required to provide certification from his or her treating physician verifying that the employee is able to safely and adequately perform his or her regular job functions.

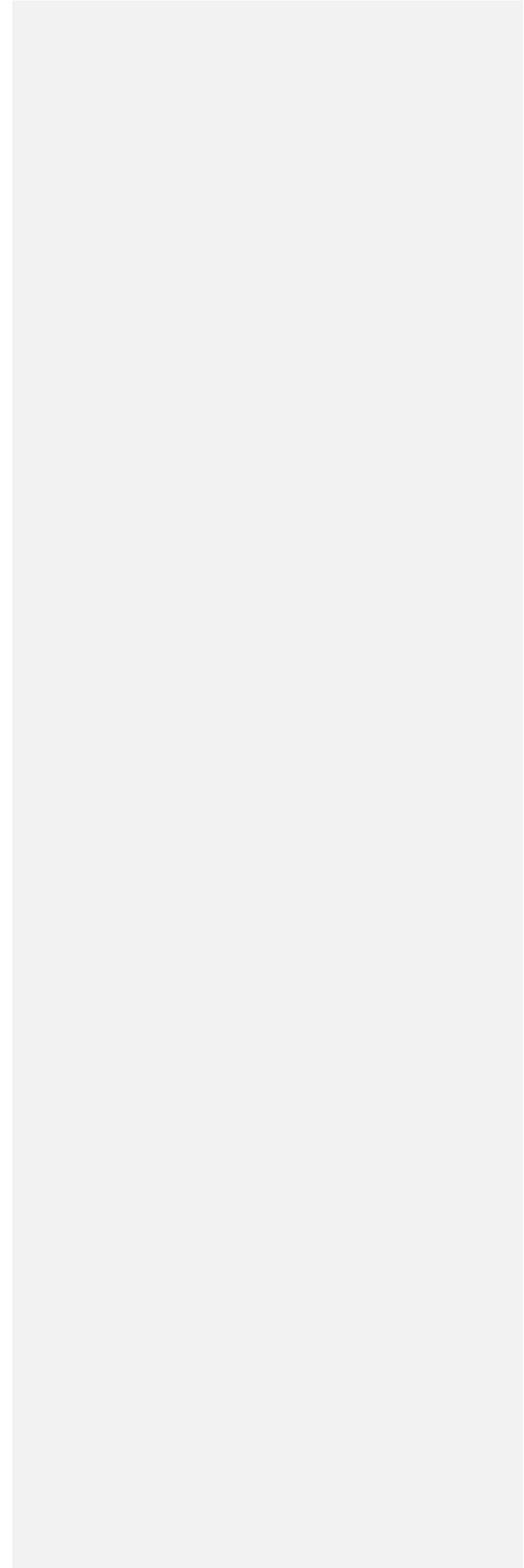
SECTION 14.05 - EVACUATION

The Town has established the following protocols for evacuation of the premises. When employees are advised to evacuate the building, the employees should:

- Stop all work immediately.
- Contact outside emergency response agencies, if needed.
- Shut off all electrical equipment and machines, if possible.

- Walk to the nearest exit, including emergency exit doors.
- Exit quickly, but do not run. Do not stop for personal belongings.
- Proceed, in an orderly fashion, to a parking lot near the building.

- Do not re-enter the building until instructed to do so.
- Employees must know the location of fire extinguishers, emergency exits and first aid kits and make sure they are accessible at all times.



ARTICLE XV. WORKPLACE VIOLENCE AND WEAPONS

SECTION 15.01 - VIOLENCE

The Town prohibits workplace threats or violence. Acts or threats of physical violence, including intimidation, harassment, or coercion, which involve or affect personnel or property or which occurs on the Town's property will not be tolerated. Prohibition against threats and acts of violence applies to all persons. Every employee is required to report incidents of workplace threats or acts of physical violence or damage of property.

Acts or threats of violence include conduct, which is sufficiently severe, offensive, or intimidating so as to alter the employment conditions or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on Town premises, regardless of the relationship between the Town and the parties involved.
- All threats or acts of violence occurring off Town premises involving someone who is acting in the capacity of a representative of the Town.
- Examples of conduct that may be considered threats or acts of violence in violation of this Policy include, but are not limited to, the following:
 - Hitting, touching, or physically harming an individual.
 - Threatening an individual or his or her family, friends, associates, or property with harm.
 - Damaging or threatening to harm Town property or the property of others.
 - Making harassing or threatening communications.
 - Harassing surveillance or stalking (following or watching someone).
 - Unauthorized possession or inappropriate use of firearms or weapons.

SECTION 15.02 - WEAPONS

By this policy, the Town intends to promote a safe environment for employees and other individuals who interact with Town employees.

A "weapon" is any device designed as a weapon and capable of producing death or harm to another person including, but not limited to, firearms, handguns and explosive devices.

The possession or control of any weapon or threatening the use of a weapon in the course of employment by Town employees in any Town facility, during the performance of their job duties whether on or off Town property is strictly prohibited except for the following:

- Use of a knife, such as a utility knife, with a blade no longer than three (3) inches in length for approved Town work; or

- Law enforcement officers in the performance of their official duties.
- This policy does not prohibit Town employees from storing a weapon in their personal vehicle while the vehicle is on Town property or while using their personal vehicle during the course of performance of the job duties for the Town. Weapons stored in an employee's personal vehicle while the vehicle is on Town property or while the vehicle is being used in the course of employment with the Town must be secured in the vehicle.

Any violation of this policy by an employee may result in disciplinary action, up to and including termination.

APPENDIX

- A. ACKNOWLEDGMENT RECEIPT OF HANDBOOK**
- B. FAMILY AND MEDICAL LEAVE REQUEST HEALTH CARE PROVIDER CERTIFICATION**
- C. FAMILY AND MEDICAL LEAVE REQUEST**
- D. RETURN TO WORK CERTIFICATION**

[Click here to download Federal FMLA forms.](#)

[Click here to download Wisconsin FMLA forms.](#)

APPENDIX A - ACKNOWLEDGMENT RECEIPT OF HANDBOOK

I acknowledge that I have received and read the Town of Lisbon Handbook and understand its provisions. I understand the Town may modify or eliminate the terms described in the Handbook at any time, with or without prior notice.

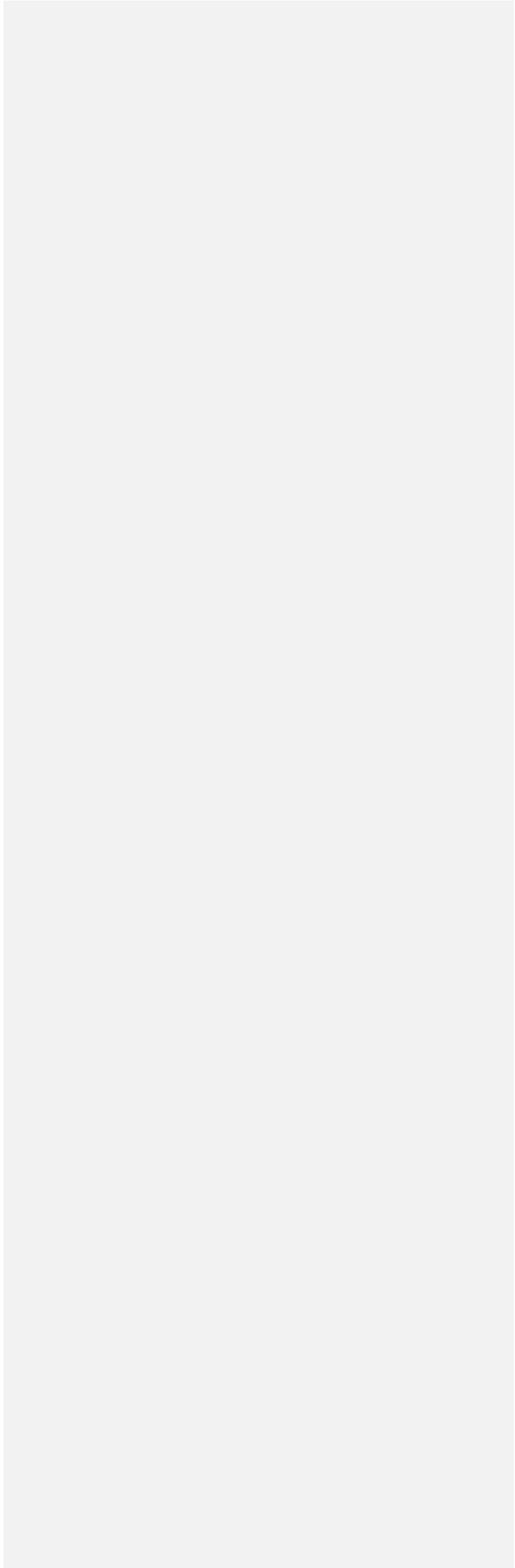
I further understand that the Town's Handbook and the provisions contained in the Handbook do not constitute a guarantee of employment; a guarantee of any other rights or benefits; a contract of employment, express or implied; otherwise alter my at-will employment status; and my employment may be terminated at any time for any reason, with or without cause, and with or without notice.

Date: _____

Employee

Date: _____

Administrator





REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Administrator's Three-Year Employment Contract

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, November 7, 2019

RECOMMENDATION: Approve the Administrator's Three-Year Employment Contract

EXPLANATION

My current employment contract expires December 31, 2019. Included in the packet is the updated contract, reflecting the updated years and salary. I included one request please, for a fourth week of vacation in 2021 which will be my five-year anniversary.

Thank you for your consideration.



**2020 - 2022
ADMINISTRATOR EMPLOYMENT AGREEMENT**

This Agreement, by and between the Town of Lisbon, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter called the "Town," and Gina Gresch hereinafter called the "Employee," both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of the Employee as Town Administrator, and

WHEREAS, it is the desire of the Town Board of the Town of Lisbon, Wisconsin, hereinafter called the "Board" to provide certain benefits, to establish certain conditions of employment, and to establish working conditions for the Employee, and

WHEREAS, the Employee desires and is willing to accept the employment as Town Administrator of the Town, subject to the terms and conditions contained in this employment agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1 – TERM

This Employment Agreement shall begin on January 1, 2020, and shall terminate on December 31, 2022. The term may be extended from time to time by the Board as set forth in Town Ordinance 2.16 of the Town of Lisbon. The terms of the Employment Agreement may be altered, changed, extended or otherwise modified upon mutual written consent of the parties to the Employment Agreement.

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Employee at any time during the term of the Employment Agreement, subject to the provisions set forth in the Town Code, other applicable law, or Section 8 of this Agreement.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the employee to resign at any time during the term of the Employment Agreement, subject only to the provisions set forth in Section 8 of this Agreement.
- C. This Agreement shall be effective upon its execution by both parties.

SECTION 2 – DUTIES

The Town hereby agrees to employ the Employee as Town Administrator, to perform the functions and duties specified by Ordinance Chapter 2 of the Town Code and Chapters 60 and 66 of the Wisconsin Statutes, and any other applicable law, to perform such legally permissible and proper duties and functions as the Board shall from time to time assign.

SECTION 3 – COMPENSATION

The Town agrees to pay the Employee an annual base salary of \$89,250 in 2020; \$93,712.50 in 2021 and \$98,398.13 in 2022. Any subsequent compensation increases will be at the discretion of the Board, based upon annual salary evaluations. Employee's base salary shall not be reduced from the amount she was paid in the prior year. Salary shall be payable in installments at the same time installments that other management employees of the Town are paid.

SECTION 4 – FRINGE BENEFITS

Except as provided within this Agreement, the Employee shall be provided the same benefits provided to Department Heads of the Town.

- A. The Employee shall be granted three (3) weeks (120 hours) of vacation time as of the effective date of continued employment in the year 2020 and four (4) weeks (160 hours) in years 2021 and 2022.
- B. The Employee shall be eligible, in the same manner as other general full-time employees, for Town benefits under all applicable policies and rules as adopted by the Town Board, and currently as set forth in the Town's Employee Handbook.

SECTION 5 – CELL PHONE

The Employee shall use her own personal cell phone for Town business. A \$40 per monthly stipend will be provided by the Town to the Employee to be put towards the Employee's cell phone bill. The Employee must have a personal cell phone to use at all times if the Employee chooses to receive the monthly stipend.

SECTION 6 – AUTOMOBILE

The Town agrees to reimburse the Employee the Privately-Owned Vehicle (POV) Mileage Rate determined by the General Services Administration for mileage used in conjunction to official Town business. The Employee must have a personal vehicle available for use at all times.

SECTION 7 – DUES, SUBSCRIPTIONS, PROFESSIONAL DEVELOPMENT & TRAINING

- A. Dues & Subscriptions: The Town agrees to budget and pay the professional dues and subscriptions of the Employee for the Employee's continuation and full participation in national, state, and local associations necessary and desirable for the Employee's continued professional participation, growth, and advancement for the good of the Town. Nothing in this section shall prevent the Town from decreasing the amount budgeted for this purpose.
- B. Professional Development: The Town agrees to budget and to pay the direct and related expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official or other functions for the Town, including, but not limited to, the annual meetings of the state and national local government associations, and such other national, regional, state, and local groups or committees thereof on which the Employee serves as a member. Nothing in this paragraph shall prevent the Town from decreasing the amount budgeted for such purposes.
- C. Training: The Town agrees to budget and pay for the travel and related expenses of the Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Town. Nothing in this paragraph shall prevent the Board from decreasing the amount budgeted for such purposes.

SECTION 8 – TERMINATION AND SEVERANCE

In the event the Employee is terminated prior to the expiration of the Agreement by the Board, during such time that the Employee is willing and able to perform the duties of Town Administrator, the Town agrees to pay severance as provided below.

- A. In the event that the Employee is terminated for just cause or willful neglect of duty, malfeasance or misfeasance in office, then the Town shall have no obligation to pay severance designated in this section and the Employee shall forfeit any and all accrued but unused benefits.
- B. In the event that the Employee is terminated for reasons other than just cause or willful neglect of duty, malfeasance or misfeasance in office, the Town agrees to pay the Employee a lump sum cash payment equal to 90 consecutive days base salary and to extend paid-up health insurance coverage for the policy currently in effect for 90 consecutive days following the date of termination (to run concurrently). The Town will only be obligated to pay severance for normally scheduled working hours that would fall in the 90 days following the separation date.

The severance payment and health insurance coverage shall constitute a full settlement payment to the Employee. The Town's obligation to pay the severance amount to the Employee shall be conditioned upon the Employee executing and delivering to the Town a full, final, and complete release of any and all claims that the Employee may claim against the Town, including but not limited to, any claims for wrongful discharge, discrimination or other employment related claims. The employee shall not be required to release any pending Worker's Compensation or Unemployment claims or eligibility.

- C. The payout of any salary at termination shall not include any other benefit except as set forth above, and shall be paid without regard to whether the Employee has secured other comparable employment.
- D. In the event the Employee voluntarily resigns before the expiration of the term this Employment Agreement, the Employee shall provide the Town with thirty (30) days' notice in advance of the effective date of such resignation, unless the parties agree otherwise. Failure of the Employee to provide timely notice of resignation shall result in the forfeiture of accrued but not used vacation and any other benefits. If the Employee voluntarily resigns, the Employee shall receive no severance pay and shall only be paid the salary and fringe benefits through the date of resignation, along with any accrued but not used vacation.
- E. If the Employee is permanently disabled or is otherwise unable to perform the function of the position of Town Administrator by reason of sickness, accident, injury, mental incapacity or ill health for a period of four (4) consecutive weeks beyond, and in addition to any statutory leave and/or the exhaustion of all available leave of absences, consistent with the Town policy and practice, the Town shall have the option to terminate this Employment Agreement with no severance pay due to the Employee. Any time off after the exhaustion of paid leave shall be without pay. These provisions shall not abrogate the Town's obligations under the Americans with Disabilities Act (ADA) or Family Leave Medical Act (FMLA). For the purposes of FMLA, the Employee shall be deemed a "key employee."

SECTION 9 – SUSPENSION

The Employee may be suspended for just cause, with or without pay in full week increments by the Board.

SECTION 10 – PERFORMANCE EVALUATION

The Board will annually review the performance of the Employee, subject to a process, form, criteria, and format for the evaluation to be determined mutually by the Board and the Employee. The parties agree that the primary purpose of such evaluation is to facilitate open and frank discussion, define roles and expectation, identify performance strengths and weaknesses, and to provide an opportunity for the Employee to take affirmative action to address weaknesses and areas needing improvement. The Board agrees to provide a final written evaluation to the Employee within 30 days of the annual anniversary date of the Agreement, or a mutually agreed upon time.

SECTION 11 – OUTSIDE EMPLOYMENT/CONFLICT OF INTEREST

The employment provided for by this Agreement shall be the Employee's sole employment. However, the Employee may accept limited part-time employment with the prior written permission of the Town Chairman. Such arrangement shall not interfere with or create a conflict of interest the Employee's duties and responsibilities under this Agreement.

SECTION 12 – HOURS OF WORK

Employee's normal office hours will include the hours of 8:30 AM to 4:30 PM, Monday through Friday. However, it is recognized that the Employee is in a highly public, professional executive position and therefore must devote a great deal of time outside the normal office hours on business for the Town. To that end, the Employee shall be allowed to establish and appropriate work schedule.

SECTION 13 – OTHER TERMS & CONDITIONS OF EMPLOYMENT

- A. The Board shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, the Town Code of Ordinances, or any other law.
- B. All other provisions of the Town Code of Ordinances, regulations, policies, or rules of the Town relating to compensation, employment benefits, and working conditions, as they now exist or hereafter may be amended, shall apply to the Employee as they would to other employees of the Town.

SECTION 14 – GENERAL PROVISIONS

- A. This Agreement constitutes the entire Agreement between the parties, relating to the subject matter hereto, prior oral or written agreements, understandings or memorandum notwithstanding.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This Agreement shall become effective upon its execution and supersedes any previous Employment Agreement between the Employee and the Town.
- D. If any provisions, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. This Agreement is governed by Wisconsin law.



**2020 - 2022
ADMINISTRATOR EMPLOYMENT AGREEMENT**

This Agreement, by and between the Town of Lisbon, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter called the "Town," and Gina Gresch hereinafter called the "Employee," both of whom understand and agree as follows:

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WHEREAS, it is the desire of the Town Board of the Town of Lisbon, Wisconsin, hereinafter called the "Board" to provide certain benefits, to establish certain conditions of employment, and to establish working conditions for the Employee, and

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- B. Professional Development: The Town agrees to budget and to pay the direct and related expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official or other functions for the Town, including, but not limited to, the annual meetings of the state and national local government associations, and such other national, regional, state, and local groups or committees thereof on which the Employee serves as a member. Nothing in this paragraph shall prevent the Town from decreasing the amount budgeted for such purposes.
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- C. The payout of any salary at termination shall not include any other benefit except as set forth above, and shall be paid without regard to whether the Employee has secured other comparable employment.
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- E. If the Employee is permanently disabled or is otherwise unable to perform the function of the position of Town Administrator by reason of sickness, accident, injury, mental incapacity or ill health for a period of four (4) consecutive weeks beyond, and in addition to any statutory leave and/or the exhaustion of all available leave of absences, consistent with the Town policy and practice, the Town shall have the option to terminate this Employment Agreement with no severance pay due to the Employee. Any time off after the exhaustion of paid leave shall be without pay. These provisions shall not abrogate the Town's obligations under the Americans with Disabilities Act (ADA) or Family Leave Medical Act (FMLA). For the purposes of FMLA, the Employee shall be deemed a "key employee."

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SECTION 11 – OUTSIDE EMPLOYMENT/CONFLICT OF INTEREST

The employment provided for by this Agreement shall be the Employee's sole employment. However, the Employee may accept limited part-time employment with the prior written permission of the Town Chairman. Such arrangement shall not interfere with or create a conflict of interest the Employee's duties and responsibilities under this Agreement.

SECTION 12 – HOURS OF WORK

Employee's normal office hours will include the hours of 8:30 AM to 4:30 PM, Monday through Friday. However, it is recognized that the Employee is in a highly public, professional executive position and therefore must devote a great deal of time outside the normal office hours on business for the Town. To that end, the Employee shall be allowed to establish and appropriate work schedule.

SECTION 13 – OTHER TERMS & CONDITIONS OF EMPLOYMENT

- A. The Board shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, the Town Code of Ordinances, or any other law.
- B. All other provisions of the Town Code of Ordinances, regulations, policies, or rules of the Town relating to compensation, employment benefits, and working conditions, as they now exist or hereafter may be amended, shall apply to the Employee as they would to other employees of the Town.

SECTION 14 – GENERAL PROVISIONS

- A. This Agreement constitutes the entire Agreement between the parties, relating to the subject matter hereto, prior oral or written agreements, understandings or memorandum notwithstanding.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This Agreement shall become effective upon its execution and supersedes any previous Employment Agreement between the Employee and the Town.
- D. If any provisions, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. This Agreement is governed by Wisconsin law.



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Town Board

ITEM DESCRIPTION: Deputy Clerk-Finance & Public Works Director Position Wages

PREPARED BY: Gina C. Gresch, Administrator

REPORT DATE: Thursday, November 7, 2019

RECOMMENDATION: Increase salary amounts for each position

EXPLANATION

I am requesting the Town Board approve salary increases for two positions; the Deputy Clerk-Finance and Public Works Director based on the position's responsibilities compared to other municipalities.

DEPUTY CLERK-FINANCE

TOWN - DEPUTY CLERK WAGE SURVEY - 2019								
Title	Municipality	County	Population	Hours	Type of Position	Years in your current position?	Annual Salary (Est. or Actual)	Notes
Deputy Clerk	Greenville	Outagamie	11303	Full-Time	Appointed/Hired	1	\$ 42,000	*about 25% the same
Deputy Clerk	Greenville	Outagamie	11785	Full-Time	Appointed/Hired	1	\$ 44,000	*about 25% the same
CITY - DEPUTY CLERK WAGE SURVEY - 2019								
Title	Municipality	County	Population	Hours	Type of Position	Years in your current position?	Annual Salary (Est. or Actual)	Notes
Deputy Clerk	Delafield	Waukesha	7526	Full-Time	Appointed/Hired	1	\$ 55,000	*does the same AP/PR/HR work; less population
Deputy Clerk	Tomah	Monroe	9345	Full-Time	Appointed/Hired	?	\$ 45,260	*about 50% the same
Deputy Clerk	Portage	Columbia	10211	Full-Time	Appointed/Hired	6	\$ 48,000	*does the same AP/PR/HR work; slightly less population
Deputy Clerk	Two Rivers	Manitowoc	11331	Full-Time	Appointed/Hired	3	\$ 47,700	*didn't receive reply to job desc. request.
Deputy Clerk	Cedarburg	Ozaukee	11628	Full-Time	Appointed/Hired	25	\$ 48,672	*about 25% the same
							Town Average	\$ 43,000
							City Average	\$ 48,900
							Average Both	\$ 45,950
							Requesting	\$ 44,000

This position's updated job description is included in the packet documents with the rest of the job descriptions. It shows in track changes how the position has changed since it was advertised.

PUBLIC WORKS DIRECTOR:

Town - Director of Public Works/Supervisor Comps - 2019				
	T. of Lisbon	T. of Delafield	T. of Merton	T. of Oconomowoc
2019 Annual Salary:	\$70,747 No OT	\$73,675 plus OT	\$79,435 plus OT	\$80,080 plus OT
	2% raises over the last few years	Didn't get an answer on raises	3% raise the last 2 years,	2% raises over the last few years
Hourly or Salary:	Salary - No OT	Hourly with OT or 2 weeks CT	Hourly with OT or 2 weeks CT	Hourly with OT or 2 weeks CT
Departments Overseen:	DPW	DPW/Parks	DPW	DPW/Parks
Years in current position:	3	25	3	5
Years prior to current position in the Town:	3	2	17	15
How many full-time employees under you:	4	5	4	4
How many part-time employees in the summer:	2	0	0	2
How many part-time snow plow drivers:	3	4	1	4
How many miles of road in your Township:	96+	80	83+	84
Do you plow with a big truck:	Yes	Yes	Yes	Yes
Do you take a Town owned vehicle home daily:	Winter Only - Pickup Truck	No	Winter Only - Pickup Truck	No
How many vacation days/weeks:	3 Weeks	4 Weeks	5 Weeks	4 Weeks
How many paid Hoildays:	11 Days	11 Days	10 Days	10.5 Days
	\$	75,984 AVERAGE		
	\$	75,747 REQUESTING		

If these increases are approved, these positions will **not** receive the January 2% increase.

Thank you for your consideration. I recommend approval of both.