

## Middleton Public Library

### PERSONNEL POLICY

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Authorized by Section Ib of the Preamble to Chapter 27 of the Middleton General Ordinances and Chapter 43 of the Wisconsin State Statutes, the Middleton Public Library Board of Trustees hereby adopts the following personnel policy:

#### **I Powers and Duties of the Library Board**

(A) Powers and duties of the Library Board shall consist of the following:

1. To be responsible for the formation and implementation of all policy matters relating to personnel;
2. To review the performance of the Library Director on an annual basis;
3. To serve as an appeal board for grievance matters.

#### **II Responsibilities of the Library Director**

(A) The Library Director is authorized and directed to administer the regulations in the personnel policy. In addition, the Library Director will:

1. Establish and maintain official employee records (title, pay, vacation, sick leave, evaluations, commendations, health records, compensatory time and other relevant information);
2. Be responsible for bringing all unresolved grievances to the Library Board;
3. Coordinate and provide administrative services for the administration of all policies

relating to personnel.

### III Definitions of Employment Types

- (A) For the purpose of this policy, "**permanent employment**" is defined as work in a permanent position in the civil service other than seasonal, temporary, provisional, emergency, or prevailing rate, for full-time or part-time employment which requires the services of an employee without interruption for an indefinite period.
- (B) "**Continuous employment**" is interpreted to mean year-round employment as evidenced by uninterrupted payment on the payroll. Continuous employment shall not be construed to be interrupted by absence of an employee while receiving from the City of Middleton Worker's Compensation payments of full salary in lieu thereof for temporary disability.
- (C) "**Permanent part-time employee**" is defined as an employee who has been certified to a permanent position, who has satisfactorily completed his probationary period and whose employment is continuous and is for a smaller number of hours in any weekly or semi-monthly pay period than that established for full-time employment in such class in the department in which the position is allocated.
- (D) A "**seasonal appointment**" is an appointment for employment for a period of less than one (1) year, the need for which can be anticipated as likely to recur.
- (E) A "**temporary appointment**" is an appointment for employment for a period not to exceed six (6) months for which the need is important and urgent.
- (F) An "**emergency appointment**" is an appointment for employment for a period not to exceed ten (10) days for which the need cannot be anticipated.
- (G) A "**limited term appointment**" is an appointment for employment during the leave of absence of a permanent employee, or for the duration of a project which is not seasonal and has an established probable date of termination.
- (H) A "**military leave replacement appointment**" is an appointment made for the duration of the leave of absence of civil service employees entering the military service under provisions of federal and state laws requiring restoration of employment.
- (I) Appointment to **acting director position**: Any employee named by the Library Board to serve as the acting director shall be granted a 10% salary increase throughout the time the employee serves in that position. An employee may be appointed as acting director because of the incumbent director's resignation, extended sick leave, extended suspension, leave of absence, or for other reasons approved by the Library Board. If the person appointed as acting director is not an employee of the library, he or she shall be compensated at a mutually agreed upon salary to be negotiated with the library board. This acting appointment shall be a provisional one that is only effective until the usual selection process, as set forth in these policies, is implemented to replace the former director or until said director returns to his position. When this is accomplished, the employee filling the acting position shall be either terminated, if that employee was not an employee before said acting appointment, or returned to his former position at his former salary.

### IV Equal Opportunity

- (A) It is the policy of the Middleton Public Library to make all employment decisions without regard to race, color, creed, religion, age, sex, sexual orientation, national origin, disability or any other basis prohibited by federal or state law. The library board is committed to maintaining a work environment that is free of discrimination and unlawful harassment.
- (B) Employment opportunities are and will be open to all qualified applicants on the basis of their experience, aptitudes, and abilities. Advancement will be based on the individual's

achievement, performance, ability and potential for professional growth.

- (C) Any employee with a question or concern about any type of unlawful discrimination in the workplace is encouraged to bring the issue to the attention of the Library Director or the Library Board if the Director is in question. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination.

V **Sexual Harassment**

- (A) The Library Board is committed to maintaining a workplace free from discrimination and harassment. We believe that all employees are to be treated with respect and dignity. In keeping with this commitment, we will not tolerate the sexual harassment of any of our employees.
- (B) Sexual harassment is unwelcome verbal or physical conduct of a sexual nature. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature may constitute sexual harassment when: (1) submitting to such conduct is made a condition, either directly or indirectly, of an employee's employment; (2) submitting to such conduct or rejecting such conduct is the basis for decisions which impact the terms and conditions of an employees' employment; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile or offensive work environment. Examples of conduct that might constitute sexual harassment in violation of this policy include unwelcome sexual propositions, sexual innuendoes, sexually oriented "jokes" or teasing, sexually suggestive comments, displays of sexually explicit pictures or cartoons, leering, whistling, making obscene gestures, and unwelcome physical contact such as touching, pinching, kissing, brushing against another's body or coercing sexual intercourse.
- (C) Any employee who believes that he/she has been subjected to sexually harassing conduct in violation of this policy should immediately report the matter to the library director or the library board. The library will not retaliate against any employee for reporting sexually harassing conduct and/or for otherwise assisting in the investigation of a sexual\_harassment complaint.
- (D) The library director will thoroughly and promptly investigate all complaints of sexual harassment. To the greatest extent possible, confidentiality of those involved in a sexual harassment investigation will be maintained. If an investigation into a complaint of sexual harassment confirms that a violation of this policy has occurred, appropriate disciplinary action, up to and including termination of employment, will be taken.

VI **Hours of Work**

- (A) **Standard work week**  
The standard work day for fulltime employees shall be eight (8) consecutive hours, not including any period established by the library as a lunch period. The standard week shall consist of five eight-hour days.
- (B) **Changes in the Standard Work Week**  
The standard work day and work week may be altered by the Library Director in order to insure the best utilization of staff.

VII **Responsibility for Reporting to Work**

- (A) All employees of the City of Middleton shall be expected to report to work during inclement weather, disasters and other adverse conditions.
- (B) Employees unable to reach their work station because of inclement weather, disasters and other adverse conditions may use vacation, floating holiday, or compensatory time in lieu of

a lost day of pay.

## VIII **Vacation**

### (A) **Definition of Vacation Week**

For all employees, a vacation week consists of five (5) days at eight hours per day, totaling forty (40) hours. For employees who are classified as permanent part-time, a vacation week shall consist of the average number of hours per week worked by said employee.

### (B) **Length of Vacation**

Employees shall earn annual paid vacation as follows:

After one (1) year of continuous employment, and after completion of each consecutive year through the 5th year of continuous employment -- 11 days, + one (1) additional day per year; after 5 years, 15 days; after 10 years, 20 days; after 15 years, 20 days + 1 day per year of continuous employment not to exceed twenty-seven (27) days

### (C) **Carryover of unused vacation**

Employees shall be permitted to carry over vacation into the following year. Vacation balances in excess of 240 hours as of December 31 will be forfeited. Carryover of vacation hours beyond 240 hours may be permitted by written approval from the Library Director.

### (D) **Basis for Vacation Pay**

Vacation is to be computed from the employee's anniversary date. Employees shall not be entitled to use any vacation earned until after completing six (6) months of continuous service. Vacation pay shall be based upon the employee's earnings at the time the vacation period begins.

## IX **Holidays**

(A) The following are established as **holidays for library employees**: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

(B) Five (5) days **floating holidays** may be taken on a day selected by the employee, subject to the approval of the Library Director. Resignations and retirements may affect the number of floating holidays earned. (1/2 day Good Friday, Easter Sunday, and day after Thanksgiving)

### (C) **Compensation for Required Holiday Work**

In those cases where employees must perform required duty on the holidays listed above, they shall be compensated or granted time off at the rate currently in effect, such time off to be taken at a time which is agreeable to the employee and the Library Director.

### (D) **Compensation When Holiday Falls on Weekend**

When a holiday falls on Saturday or Sunday, the City may designate the preceding Friday or the following Monday as the designated holiday. In the event the preceding Friday or the following Monday is not so designated, the employee shall be given compensatory time off at a time which is agreeable to the employee and the Library Director.

## X **Absence of Employees from Duty**

### (A) **Sick Leave.**

1. Sick leave shall include absences from duty because of illness and for visits to the doctor, dentist, or other recognized health care/examinations; bodily injury when not a Worker's Compensation case; exposure to contagious disease; and serious illness or death in the immediate family of the employee.

2. All permanent, full-time employees, including those serving on probation, earn sick leave at the rate of one (1) day per month. Permanent employees who work less than full-time earn sick leave on a pro-rated basis in accordance with the rate for a full-time employee. Sick leave must be earned before it can be used and may not be anticipated. Any unused sick leave shall be accumulated and credited to each employee as follows:
  - (a) Up to a maximum of sixty (60) days in the basic credit.
  - (b) Unlimited thereafter, except that such reserve credit shall be used only in the event of serious illness or injury.
3. At the request of the Library Director, an employee may be required to provide a medical certificate before being granted time off for sick leave.

**(B) Abuse of Sick Leave**

1. Employees who abuse sick leave may be subject to disciplinary action. Specifically, whenever an employee establishes a pattern of use of sick leave which may be considered abusive, the supervisor shall counsel the employee about his sick leave habits and the library's expectation about attendance.
2. If such a pattern persists, the supervisor shall notify the employee in writing of the problem and require that future absences will require a medical certificate to verify illness of the employee or family member.

**(C) Death In the Family (Immediate and Extended)**

When there is a death in the immediate family of an employee – father, mother, wife, husband, son, daughter, brother, or sister of an employee -- said employee shall be granted up to five (5) days off without loss of pay and without charge to his accrued sick leave or vacation of the employee. Where there is a death in the extended family of an employee – the employee's father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents or grandchildren, and applicable step relatives – said employee shall be granted up to three (3) days off without loss of pay and without charge to accrued sick leave or vacation of the employee. In such circumstances, additional time off may be granted at the discretion of the Library Director and shall be chargeable to the accrued sick leave of the employee.

**(D) Leaves of Absence**

The Library Director may grant leaves of absence without pay for personal reasons as the Library Board President grants such leaves to the Library Director. Such leaves of absence shall be limited to three (3) calendar days per year. Requests for leaves of absence without pay for three or less calendar days shall be made by written application and submitted at least two (2) working days prior to the anticipated leave. For requests of a longer leave of absence without pay, the employee shall request authorization from the Library Board. Requests submitted to the Board shall be made by written application upon recommendation of the Library Director. Employees on leave of absence without pay may continue to participate in the group insurance programs by paying the applicable prorata premiums to the City Treasurer.

**(E) Military Leave**

Officials and employees of the City of Middleton, other than those employed on temporary, emergency, limited term, or seasonal basis, and including those employees certified to permanent positions who have served at least three (3) months of their probationary period, who are duly enrolled members of the reserve components of the Armed Forces of the United States are entitled to leave of absence without loss of time in the service of the City to enable them to attend field camps of instruction or schools, or to enable them to attend active duty for reason of civil disobedience or disorder, but not to exceed a two (2) week period in the calendar year. Where the salaries paid for attendance at such duty is less than the salary paid by the City for such an employee, the City shall reimburse said employee for

the loss occasioned by such difference in pay. For the purpose of determining seniority or salary advancement, the status of the employee shall be considered as though not interrupted by such attendance.

**(F) Jury Service**

If employees of the City are absent because of jury duty where the salary paid for such jury duty is less than the salary paid by the City for such employee, the City shall reimburse said employee for the loss occasioned by such difference in pay. The leave granted by this section is in addition to all other leaves granted or authorized by any other provisions of City ordinances and the time of the leave granted under this section shall not be deemed a part of any leave granted or authorized by any other provisions of City ordinances. For the purpose of determining other fringe benefits such as sick leave and vacation time, the status of the employee shall be considered as though not interrupted by such jury duty.

**(G) Subpoenaed Witnesses**

If any employee is subpoenaed to testify in a matter directly related to City employment, the employee shall be given reasonable time to do so without loss of pay. If the employee is subpoenaed to testify in a matter not directly related to City employment, the employee may use vacation, accumulated compensatory time, holiday time, or leave without pay to cover the absence.

**(H) Maternity or Paternity Leave**

1. Maternity or paternity leave up to ninety (90) days shall be granted to eligible employees on permanent status who submit a written notice to the Library Director at least thirty (30) days prior to the anticipated departure date.
2. The Library Director shall forward the notice to the Library Board.
3. Up to an additional three (3) months can be approved by the Library Board upon recommendation of the Library Director, but in no case shall the period of leave exceed six (6) months.
4. All periods of leave related to maternity or paternity leave shall be leave of absence without pay. Employees may use earned sick leave, vacation and/or holiday time and need not exhaust all reimbursable leave provided the original written notice for leave reserves such leave time.

XI **Compensatory Time**

**(A) Non-supervisory Personnel**

Non-supervisory employees who work in excess of 40 hours per week (7 days) shall be compensated for such work at the rate of time and one-half of their regular hourly rate provided such work was approved in advance, in writing, by the Library Director or someone designated to make such approval. When approved by the Library Director, employees may accumulate compensatory time off at a straight time rate. Employees shall be required to use compensatory time within 90 days of the date it is earned.

**(B) Supervisory Personnel**

Supervisory personnel, other than the Library Director, who work in excess of forty (40) hours per week shall be compensated for such work at the rate of time and one-half of their regular hourly rate, provided such work was approved in advance, in writing, by the Library Director. When approved by the Library Director, employees may accumulate compensatory time off at a straight time rate. Employees shall be required to use compensatory time within ninety (90) days of the date it is earned.

**(C) Administrative Positions**

The Library Director is the only administrative position in the library's organizational chart. The Library Director shall not receive overtime compensation in the form of pay. When the Director works excess hours devoted to official duties, he or she may take time off or may

observe more flexible working hours.

XII **Hiring Procedures for the Library Director and Other Library Employees**

- (A) In the event that the Library Director resigns, a subcommittee of the Board shall be appointed by the Board President and charged with the tasks of recruitment and screening of applicants. The subcommittee will recommend up to five (5) candidates for personal interviews conducted by the full Board. A two-thirds vote of the Library Board is required for confirmation. The assistance of the Personnel Officer is requested for the entire process, and he is requested to sit as a non-voting member in the selection process.
- (B) The Library Director shall be responsible for the hiring process to fill all other vacancies that occurs within the library.

XIII **Residence Requirement**

It is the policy of the City of Middleton to encourage all employees to be residents of the City.

XIV **Probationary Period**

- (A) **General Rules**  
All new library employees serve at least a six-month probationary period, except the Library Director shall serve a one-year probationary period.
- (B) **Insurance Coverage**  
During the probationary period, the City shall contribute towards a new employee's group dental or health insurance.
- (C) **Original Hire Extensions**  
An employee below the level of department head might be hired with a probationary period longer than six months, if it is determined by the Library Director that the longer period is necessary, but in no case longer than one (1) year.
- (D) **Training Program Hirees**  
If an employee is hired on a training program, the employee is on probation for the length of the contract plus the six months following completion of the training program.
- (E) **Extensions**  
The Library Board or the Library Director may extend a probationary period up to an additional six months when circumstances justify such an extension.
- (F) **Evaluation Procedure of Probationary Period**  
The supervisors will evaluate an employee's work performance, in writing, using the standards established for the position and department. This will be accomplished at least once during and at the end of the probationary period.
- (G) **Dismissal during Probationary Period**  
In the event an employee is dismissed during his or her probationary period, there shall be no right to appeal the dismissal.

XV **Library Director (Appointment/Dismissal)**

The Library Director may be dismissed at any time during a probationary period by a two-thirds vote of the Library Board. Prior to the completion of the probationary period, the President of the Library Board shall appoint a subcommittee to evaluate the performance of the Director and report its findings to the Library Board. A two-thirds vote of the Library Board is required to give the employee a permanent appointment.

XVI **Employee Performance and Development Report**

Every employee shall have a detailed position description, which will serve as a written record of

what each employee is expected to do. Each employee will participate in an initial performance appraisal halfway through his/her probationary period and again upon completion of probation. Thereafter, performance appraisals will be conducted on an annual basis. Each employee's personnel file will contain all copies of forms completed.

**XVII Resignation and Retirement**

**(A) Resignation**

The Library Director shall submit a letter to the Library Board at least thirty (30) days prior to resignation. All other employees shall submit a letter to the Library Director at least two weeks prior to resignation. The Library Director shall act on all letters of resignation received from Library employees.

**(B) Retirement**

Employees desiring to retire shall submit a letter to the Library Director at least sixty (60) days prior to retirement.

**(C) Page I and Page II Substitute Staff List**

1. When, after one year continuous employment, a Page I or Page II resigns and asks to be placed on the "sub list", he or she must work as a substitute employee within a six-month period in order to maintain eligibility. Otherwise, his or her name is removed from the list. Subsequently, the person will have to go through the regular library page hiring process to be rehired.
2. Substitute staff will be paid the starting for the Page I or Page II position, not the rate they earned when they left their regular employment.

**XVIII Layoff**

In the event that the library has to lay off employee(s), the employee(s) with the least seniority in that classification will be laid off first. An employee affected by such a layoff shall be given notice no less than fifteen (15) calendar days prior to the effective date. Recall from the layoff shall be by seniority. Recall rights shall extend for a period of eighteen months. At the end of that period an employee forfeits all rights to recall. Recall rights may be exercised for the same classification or a lower classification for which an employee is qualified. Refusal or acceptance of a lower classification does not void recall rights to the original classification; however, refusal to accept recall to their last classification precludes any further recall.

**XIX Severance Pay**

When an employee retires or terminates service with the City, the employee shall receive pay on termination date for all accumulated unused vacation. Upon the death of an employee, the above benefit shall be paid to the estate or the designee.

**XX Discipline and Discharge**

**(A) Reasons and Procedures for Discipline and Discharge**

If the Library Board or Library Director deem it necessary to take disciplinary action, such information will be given to the employee in writing and will become part of the employee's personnel file. The following are examples of causes for discharge, suspension, or demotion by the Library Director or the Library Board:

1. Drinking or arriving on the job under the influence of intoxicants or dangerous drugs.
2. Failure to follow orders of one's supervisor or department head.
3. Being absent from work without permission or failure to report to the supervisor or department head when one is absent.
4. Being habitually absent or tardy.

5. Failure to perform work in an efficient and skillful manner.
6. Upon conviction of a felony having a relationship or detrimental effect upon the nature and performance of employment.
7. Falsification of any records required by the library and of the library by any contract or any other governmental agency.
8. Violation of established work rules and library policies.
9. Insubordination.
10. Any other conduct traditionally considered cause.

**(B) Access To Personnel Files**

All employees may submit a written request to inspect all or any part of the documents contained in their personnel file, used or which have been used in determining the employees' qualifications for employment, promotions, transfers, additional compensation, termination, or other disciplinary actions and medical records. The Library Director shall provide the employee with the opportunity to inspect his/her records within seven working days after the employee submits a request for inspection. The time and location of the inspection will be set at a mutually convenient time for both the employer and the employee.

**XXI Grievance Process for the Library Director**

- (A) In the event that the Library Director has a disagreement concerning specific working conditions, a grievance may be filed. Only one subject matter shall be covered in any one grievance.
- (B) A written grievance shall contain the name of the director, a clear statement of the grievance, the issue involved, the date the incident took place, the remedy requested, signature of the director and the date of the written statement. In the event of a grievance, the employee shall perform his assigned tasks and grieve the complaint later. The granting or denial of merit increases shall not be the subject of the grievance procedure.
- (C) Grievance shall be processed in the following manner:
  1. Step One: The director shall take the grievance up orally with the Library Board within ten (10) days of the knowledge of the occurrence of the event. The Board shall attempt to make a mutually satisfactory adjustment and, in any event, shall be required to give an answer within ten (10) days.
  2. Step Two: The grievance shall be considered settled in Step One, unless within ten (10) days after the Board's answer is due the grievance is reduced to writing and presented again to the Library Board. The Library Board shall respond to the grievance in writing within ten (10) days.
- (D) Time Limits  
The time limits set forth hereinabove shall be exclusive of Saturdays, Sundays, and holidays, and any grievance not processed by the employee in accordance with the time limits shall be considered dropped.
- (E) Extension of Time Limits  
Any time limits set forth in the foregoing steps may be extended by mutual agreement in writing.

**XXII Grievance Process for All Other Library Employees**

- (A) In the event that an employee not covered by a labor contract has a disagreement concerning specific working conditions, every effort shall be made to resolve this with the immediate supervisor. If a satisfactory agreement is not obtained where applicable, a grievance may be filed. Only one subject shall be covered in any one grievance.
- (B) A written grievance shall contain the name of the grievant, a clear statement of the grievance, the issue involved, the date the incident took place, the remedy requested,

signature of the grievant and the date of the written statement. In the event of a grievance, the employee shall perform his assigned tasks and grieve the complaint later. The granting or denial of merit increases shall not be the subject of the grievance procedure.

- (C) Grievance shall be processed in the following manner:
1. Step one: The employee shall take the grievance up orally with the supervisor within ten (10) days of his knowledge of the occurrence of the event. The supervisor shall attempt to make a mutually satisfactory adjustment, and, in any event, shall be required to give an answer within ten (10) days.
  2. Step two: The grievance shall be considered settled in Step one, unless within ten (10) days after the supervisor's answer is due, the grievance is reduced in writing and presented to the Library Director. The Library Director shall respond to the grievance within ten (10) days.
  3. Step three: The grievance shall be considered settled in Step two, unless within ten (10) days from the date of the Library Director's written answer or last date due, the grievance is presented in writing to the Library Board. The Library Board shall respond in writing within ten (10) days.
- (D) Time Limits  
The time limits set forth hereinabove shall be exclusive of Saturdays, Sundays, and holidays, and any grievance not processed by the employee in accordance with the time limits shall be considered dropped. Any grievance not processed by the supervisor in accordance with the time limits shall automatically go to the next highest step.
- (E) Extension of Time Limits  
Any time limits set forth in the foregoing steps may be extended by mutual agreement in writing.

#### XXIII **Escrow Account for Unused Sick Leave**

Employees who retire, or who are disabled and eligible to receive Social Security benefits or Wisconsin Retirement benefits, shall receive the equivalent value of their accumulated unused sick leave credits. These funds, which are equal to the unused hours of sick leave multiplied by the employee's hourly salary at the time of retirement or disability, will be placed in an escrow account and will be utilized to pay the full premium of his Hospital and Surgical Care Insurance or Medicare Supplement, and Group Life Insurance premiums until such time as the employee's funds are exhausted. Upon a current or former employee's death, unused sick leave shall be converted as stated above to the employee's spouse and/or dependents under the rules of the City's insurance carrier.

#### XXIV **Longevity**

- (A) Each employee shall receive longevity pay annually according to the following schedule:
1. After three (3) years of employment: 1% of base pay, paid annually.
  2. After seven (7) years of employment: 2% of base pay, paid annually.
  3. After eleven (11) years of employment: 3% of base pay, paid annually.
  4. After fifteen (15) years of employment: 4% of base pay, paid annually.
  5. After nineteen (19) years of employment – 5% of base pay, paid annually.
  6. After twenty-three (23) years of employment and thereafter – 6% of base pay, paid annually.
- (B) Longevity is paid on the payday closest to the first of December, and the years of service indicated must have been completed in order to receive longevity pay.
- (C) Employees who retire and are eligible to receive benefits under the Wisconsin Retirement System shall receive longevity payment on a pro-rate basis at the time of retirement.

XXV

**Reimbursement Rate**

Any employee required to use his/her own automobile in the performance of his/her duties for the City shall be reimbursed at the rate established by the State of Wisconsin.

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