



<b>Personnel Record Retention Policy</b>			
<b>CITY OF APPLETON POLICY</b>		<b>SECTION:</b>	Human Resources
<b>ISSUE DATE:</b>	November 2001	<b>LAST UPDATE:</b>	January 2024
<b>POLICY SOURCE:</b>	Human Resources Department		
<b>POLICY AUDIENCE:</b>	All Employees		

**I. PURPOSE**

This policy establishes the guidelines for maintaining records by the Human Resources Department.

**II. POLICY**

The Human Resources Department will maintain personnel records on each of the City’s employees in a fair and consistent manner, while complying with applicable State and Federal regulations.

**III. DISCUSSION**

The Human Resources Department will maintain Employee Personnel and Other Records for all City of Appleton employees. Maintaining records includes identifying, locating, retaining, and disposing records. All statutes referenced are current as of date of this policy’s last update and are intended to continue to apply as amended over time.

**IV. DEFINITIONS**

A. Employee Personnel Records: Each employee's personnel records will be separated into four separate files:

1. Primary Personnel File contains records including:
  - Application for employment and/or reemployment
  - Payroll authorization forms, offer letter, job description
  - Personnel Status Change forms and records on compensation, transfers, promotions, dates of hire and seniority.
  - Notices of commendation, warning, discipline, or termination
  - Notices of layoff, leaves of absence, and similar matters
  - Education and training notices and records
  - Performance appraisals, interview evaluation ratings
  - Records of grievance affecting employment status
2. Confidential Personnel File contains confidential records including:
  - Equal Employment Opportunity/Affirmative Action data (including pictures)
  - Test results
  - Letters of reference and pre-employment reference information
  - Benefit plan choices
  - Dependent and beneficiary information
  - Credit reports
  - Legal action information, including EEO complaints, investigations, etc.
  - Any information not pertaining to the employee's employment (i.e., jury duty forms, funeral leave forms, military leave forms, etc.)
  - Unemployment Compensation records
  - Attendance and absence records
  - Personnel investigation files/notes
3. Medical File contains any record related to a medical issue including:
  - Worker's Compensation claims
  - Injury reports requiring medical attention

- Injury reports not requiring medical attention
  - Medical and psychological records related to employment status
  - Medical releases & excuses
  - Medical restrictions
  - Family Medical Leave Act records
  - Health Insurance Portability and Accountability Act exposures
4. Commercial Driver License and Alcohol testing records:
- Receipt and certification of training
  - Employee acknowledgment form
  - Results of random drug and alcohol tests
  - Consent information from previous employer and Clearinghouse information

B. Other Records:

- Selection Records for Hiring Processes
- Job Advertisements
- Hiring process applications/EEO information
- Hiring process test files
- Pre-employment physicals notifications
- Pre-employment physicals (kept by City's Medical provider)
- Physical Agility Testing results
- Pending litigation

**V. PROCEDURE**

A. Types, locations, and disposal guidelines of records will be followed as outlined in the City of Appleton Retention/Disposition Schedule. This document is maintained by the City of Appleton Legal and Administrative Services department.

B. Access

1. An employee may view their personnel file by following the procedure listed below:
  - An employee must provide a request to view their personnel file by filling out the request form (Exhibit I).
  - The Human Resources Department will grant this request in accordance with Wisconsin Statute § 103.13(2).
  - Files may be viewed Monday through Friday, 8:00 a.m. to 4:30 p.m. in the presence of an employee of the Human Resources Department.
  - In accordance with Wis. Stat. § 103.13(4), if an agreement to remove or correct the material cannot be reached between the employee and the Human Resource Director, an employee may submit a written statement to their personnel file explaining that they disagree with materials in that file.
  - The employee may request photocopies of materials from their file. The charge for this will be the City established rate.
  - A log shall be maintained for each personnel file listing the date the file was viewed, photocopies made, cost of copies and the Human Resources staff member who witnessed the viewing.
  - Employee's may request and view their file two times per year in accordance with Wis. Stat. § 103.13.

C. Satellite files

Supervisors may maintain satellite working files for their employees. These files should be kept confidential and locked in file cabinets. This documentation should be forwarded to Human Resources when the employee leaves City of Appleton employment. The contents of the file are

discoverable in the event of legal action so supervisors need to appropriately document and maintain the files.

D. Employment File Review for Law Enforcement Agencies

The State of Wisconsin, pursuant to Wis. Stat. § 165.85(4)(em), requires that when a law enforcement agency interviews a candidate for a law enforcement position who is or has been employed by another law enforcement agency, tribal law enforcement agency, jail, juvenile detention facility, or government agency, the candidate must execute a written waiver (Exhibit II) explicitly authorizing disclosure of their current and past employment files to the interviewing law enforcement agency and releasing those current and/or former employer(s) and the interviewing agency from any liability related to the disclosure and use of said employment files.

**REQUEST TO REVIEW OFFICIAL PERSONNEL FILE  
UNDER WISCONSIN STATUTE § 103.13**

I \_\_\_\_\_ (Employee name SS #) do hereby request, and/or authorize  
\_\_\_\_\_ (name of designee) of \_\_\_\_\_  
(Title of Organization), to inspect my personnel file pursuant to Wisconsin Statute § 103.13:

Furthermore, I do hereby agree that inspection of said records shall take place in the Human Resources office in the presence of an employee of the Human Resources Department during regular office hours (Monday through Friday 8:00 a.m. -4:30 p.m.).

Prior to inspecting records during my scheduled working hours, I shall obtain approval from my supervisor to do so (and my designee shall do the same, if applicable). Further, neither I nor my designee shall be compensated for time spent reviewing records outside of scheduled work hours.

I may obtain copies of such records provided I submit the current copy cost to Human Resources prior to the copies being made.

This request expires in 30 days or \_\_\_\_\_.

Date of Request: \_\_\_\_\_, 20\_\_.

Employee Signature: \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Date Received by Human Resources: \_\_\_\_\_

Appointment date: \_\_\_\_\_ Time: \_\_\_\_\_

Authorized by: \_\_\_\_\_

Arrival Time: \_\_\_\_\_

Departure Time: \_\_\_\_\_

## **WAIVER AUTHORIZING DISCLOSURE OF INFORMATION AND RELEASING LIABILITY**

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THIS WAIVER AUTHORIZING DISCLOSURE OF INFORMATION AND RELEASING LIABILITY (“WAIVER”) IS A LEGALLY BINDING DOCUMENT REQUIRED BY THE STATE OF WISCONSIN. READ THIS WAIVER FULLY AND CAREFULLY BEFORE SIGNING.

The State of Wisconsin, pursuant to Wisconsin Statute § 165.85(4)(em), requires that when a law enforcement agency interviews a candidate for a law enforcement position who is or has been employed by another law enforcement agency, tribal law enforcement agency, jail, juvenile detention facility, or government agency, the candidate must execute a written waiver explicitly authorizing disclosure of their current and past employment files to the interviewing law enforcement agency and releasing those current and/or former employer(s) and the interviewing agency from any liability related to the disclosure and use of said employment files. This Waiver is intended to fulfill that statutory requirement. To the extent this Waiver differs from state law, state law will control.

1. **Definitions.** Terms used in this Waiver are defined as follows:

- a. **“Employment file”** means all files relating to a person’s employment, including performance reviews, files related to job performance, internal affairs investigative files, administrative files, previous personnel applications, personnel-related claims, disciplinary actions, and all substantiated complaints and commendations, but does not include pay or benefit information, similar administrative data or information that does not relate to performance or conduct, or medical files unless the medical file relates to mental competency issues bearing on the person’s suitability for a law enforcement, tribal law enforcement, jail or juvenile detention officer position.
- b. **“Government agency”** means any department, agency, or court of this state, or of a city, village, town, or county in this state.
- c. **“Law enforcement agency”** means a governmental unit of this state or a political subdivision of this state that employs one or more law enforcement officers, and includes the Marquette University Police Department.
- d. **“Tribal law enforcement agency”** has the meaning given in Wis. Stat. § 165.83(1)(e).
- e. **“Jail”** means a county jail, rehabilitation facility established by Wis. Stat. § 59.53(8) or county house of correction under § 303.16.
- f. **“Juvenile detention facility”** has the meaning given in Wis. Stat. § 48.02(10r).
- g. **“Applicable employer”** or **“applicable employers”** means any government agency, law enforcement agency, jail, juvenile detention facility, or tribal law enforcement agency as such terms are defined in this Waiver, which the undersigned is currently or was previously employed by.
- h. **“Law enforcement officer”** means any person employed by the state or any political subdivision of the state, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances that the person is employed and sworn to enforce. Law enforcement officer includes a university police officer as defined in Wis. Stat. § 175.42(1)(b).

2. **Understandings and Agreements.** I, the undersigned, understand and agree with the following provisions:

- a. I have applied to the [redacted] [insert name of municipality] for a law enforcement position with the [redacted] [insert interviewing agency]. I understand the [redacted] [insert interviewing agency] may

[redacted] Applicant's Initials

conduct a thorough investigation into my background and part of this investigation may include reviewing information from my current and/or previous applicable employers.

- b. I authorize each applicable employer that currently or previously has employed me to disclose my employment file to \_\_\_\_\_ [insert interviewing agency] unless disclosure of such information is prohibited pursuant to a binding nondisclosure agreement executed before November 7, 2021.

My experience with non-disclosure agreements is as follows (initial the applicable provision below and provide any pertinent information):

i. \_\_\_\_\_ I have never signed a non-disclosure agreement with a current or former applicable employer.

ii. \_\_\_\_\_ I have signed a non-disclosure agreement with a current or former applicable employer. The details are as follows (include applicable employer name and approximate date the agreement was signed): \_\_\_\_\_.

- c. I authorize \_\_\_\_\_ [insert interviewing agency], through its employees and representatives, to receive/review my employment file from my current and/or previous applicable employers, along with other information that is lawfully available from any such applicable employer. I understand \_\_\_\_\_ [insert interviewing agency] may also conduct oral interviews with individuals associated with these current and/or former applicable employers and that employment decisions may be made based on the result of this investigation into my background.

- d. I understand that my employment file, as defined herein, includes certain medical information that is not normally considered part of my personnel file. Specifically, I understand that medical information related to my mental competency bearing on my suitability for a law enforcement officer, tribal law enforcement officer, jail, or juvenile detention officer position, if such medical information exists, will be included in the employment file information. By signing this Waiver, I explicitly consent to the transfer and disclosure of this medical information provided it is limited to the medical information described, and only used to determine my suitability for a law enforcement officer, or a tribal law enforcement, jail, or juvenile detention officer position.

- e. In consideration of the \_\_\_\_\_ [insert interviewing agency] interviewing me for a law enforcement officer position, I and my heirs, executors, administrators, legal representatives, assignees and successors in interest (hereinafter, "Heirs, Assigns and Successors") hereby release, waive, hold harmless and forever discharge \_\_\_\_\_ [insert interviewing agency], the \_\_\_\_\_ [insert name of municipality], and all applicable employers, their officers, employees and/or agents which may disclose or use the above information from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, that arise or may hereafter arise from such disclosure or the request for disclosure, including but not limited to, any claims, demands or causes of action relating to employment, invasion of privacy, defamation, intentional or negligent infliction of emotional distress, wrongful death or any other kind of claim associated with bodily injury or property damage attributable to the release of such information.

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\_\_\_\_\_  
Applicant's Initials

- f. I am not required to sign this Waiver, and I am not being forced or coerced to sign. I am signing it because I am actively seeking employment with \_\_\_\_\_ [insert interviewing agency] and wish to participate as a candidate in the interview process. I understand that my failure to sign this Waiver will prevent the \_\_\_\_\_ [insert interviewing agency] from processing my application or considering me for employment as a law enforcement officer.
- g. I agree that the above representations, acknowledgements, and releases are contractually binding on me and my Heirs, Assigns and Successors, and that should I, or my Heirs, Assigns and Successors, assert a claim in contravention of this Waiver, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending any such claim.
3. **Amendment.** This Waiver may not be modified orally. Any modification must be in writing and signed by all parties or their duly authorized representatives. Any statutory requirement contained in this Waiver may not be modified either orally or in writing.
4. **No Waiver.** Any failure or delay to enforce any of the terms and provisions of this Waiver shall not be construed as a modification or waiver of any such term or provision or of the right to subsequently enforce all terms and conditions.
5. **Severability.** Every term and provision of this Waiver is intended to be severable. If any term or provision of this Waiver is found to be unenforceable or invalid, such findings shall not affect the other terms and provisions, which shall remain binding and enforceable.

I HAVE READ THIS WAIVER CAREFULLY. I HAVE BEEN GIVEN THE OPPORTUNITY TO CONSIDER THE CONTENT AND TO ASK QUESTIONS. I UNDERSTAND THAT I HAVE THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS WAIVER. I SIGNED THIS WAIVER VOLUNTARILY AND WITHOUT EXCLUSION OR EXCEPTION.

\_\_\_\_\_  
Name of Applicant (please print full first, middle, and last names)

\_\_\_\_\_  
Previous Names/Maiden Names

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date